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MINUTES

OF

PROCEEDINGS OF THE COURT OF ENQUIRY,

INTO

THE OFFICIAL CONDUCT

OF

CAPT. ISAAC HULL,

AS

COMMANDANT OF THE UNITED STATES' NAVY YARD,

At Charlestown,

IN THE STATE OF MASSACHUSETTS,

CONVENED AT THE NAVY-YARD, IN SAID CHARLESTOWN, ON THE 12TH DAY OF AUGUST, A. D. 1822.

U.S. Navy Department

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MINUTES

OF

PROCEEDINGS, &c.

Minutes of Proceedings of the Court of Enquiry into the official conduct of Capt. Isaac Hull, as Commandant of the United States' Navy-Yard at Charlestown, in the State of Massachusetts, convened at the Navy-Yard in said Charlestown, on the 12th day of August, A. D. 1822, in obedience to orders of the Secretary of the Navy, under date of the 31st of July, A. D. 1822, appointing Capt. John Rodgers President, and Capt. Isaac Chauncey and Capt. Charles Morris, esquires, members of said Court of Enquiry, as appears by said orders hereunto annexed marked A.

George Sullivan, of Boston, being appointed by the Court to officiate as Judge Advocate, pursuant to the authorization of the Secretary of the Navy, as appears by said orders and the letter of appointment from John Rodgers, President of said Court, hereto annexed marked B. and having accepted that appointment, the aforesaid members of the Court and the Judge Advocate assembled at the Navy-Yard in Charlestown, at 11 of the clock, A. M. on the said 12th day of August, A. D. 1822. when and where the said orders having been read, Capt. Isaac Hull being then and there present, was asked if he had any objection to either of the members of said Court, he declared that he had none ; whereupon the oath prescribed by the statute of Congress for members of Courts of Enquiry, was administered by the Judge Advocate to the members of the Court, and then the President of the Court administered the oath prescribed by the statute of Congress for persons officiating as Judge Advocate in Courts of Enquiry, to the said George Sullivan.

The Court room was then cleared, and the Court having deliberated on the course of proceeding, determined that the following standing interrogatories should be proposed to the witnesses, severally, in the absence of all others.

Standing Interrogatories.

1. Do you know, or for any and what reason believe, that any of the public property in the Navy-Yard at Charlestown, has at any time during Capt. Hull's command, there being converted to his or

any other person's private use? If yea, please to state the same as fully as if specially interrogated thereto?

2. Do you know, or for any and what reason believe, that any of the artificers or labourers of any kind, or any other persons, or any cattle or beasts employed in the Navy-Yard at Charlestown, and paid for by the United States, have at any time during Capt. Hull's command, been employed or used at the same time by Capt. Hull or any other persons for his or their private benefit? If yea, please to state the same particularly and as fully as if specially thereunto interrogated?

3. Do you know, or for any and what reason believe, that Capt. Hull at any time during his command at the Navy-Yard at Charlestown, has in any and what respect neglected any duty or duties as commandant as aforesaid? Has he neglected to examine any accounts which he ought to have examined, or to ascertain that the public stores were correctly surveyed and returned, or to take care of the public property and save it from waste and injury, or to exercise vigilant superintendence over the men employed for the United States, and the property of the United States under their charge? If yea, please to state the instances as particularly and as fully as if specially thereunto interrogated?

4. Do you know, or for any and what reason believe, that Capt. Hull neglected to take all requisite and proper measures for the detection of Mr. Fosdick's fraud upon the government and the recovery of satisfaction for the United States, or that Capt. Hull had any improper connection or collusion with said Fosdick in the fraud alluded to? If yea, please to state in what respects as particularly as if thereunto specially interrogated?

5. Do you know, or for any and what reason believe, that Capt. Hull, at any time during his command of the Navy-Yard at Charlestown did in any instance unjustly or in any manner oppress any officers or others under his command, or unjustly or oppressively withhold from any officers the allowances made to them by the government of the United States? If yea, please to state the same as particularly as if thereunto specially interrogated?

The Court further determined to commence their enquiry with an examination of the officers and others employed in, or attached to, the Navy-Yard, and that these and other officers in the Navy should be ordered to attend the Court and give evidence by orders from the President of the Court, and citizens and others should be summoned in due course of law as occasion should require.

Capt. Hull was requested to have all officers and others connected with the Navy Yard in readiness to attend as the Court should call for them. Capt. Shaw, in pursuance of the above order, was required by letter from the President to attend, and also Lieut. Joel Abbot. The letter for the former was sent to Nahant, and for the latter under cover to the postmaster of Saco, with special and urgent request to him to see it delivered, and to report what he had

done in this respect by return of mail. Capt. Hull moved for and obtained leave to have the assistance of legal counsel, under restrictions usual in Courts Martial.

Capt. Hull was requested to furnish his orders to take command of the Navy-Yard at Charlestown.

The Court adjourned to meet to-morrow at 10 o'clock, A. M.

NAVY-YARD, CHARLESTOWN, TUESDAY, AUGUST 13, 1822.

The Court met according to adjournment; present, all the members and the Judge Advocate, and Capt. Hull.

The Court was opened.

Capt. *William B. Shubrick* was called and sworn; he testified that he is master commandant of the Yard. His orders to join the Yard dated about the 1st April, 1820, and came into the Yard in May following, he has been constantly in the Yard since that time, except a few weeks absence.

To the first standing Interrogatory. He says, that he does not know, nor has any reason to believe, that any of the property of the United States in the United States' Navy-Yard at Charlestown, has been converted to Capt. Hull's or any other persons private use or benefit, during the command of Capt. Hull.

To the second standing Interrogatory. He says, he knows of no instance excepting that a labourer in the Yard has been occasionally employed both by himself and Capt. Hull, to saw and to pile up fuel of their own allowed by the government, this allowance is twenty cords per year to the witness.

To the third standing Interrogatory. He says, that he knows of no instance, but believes that Capt. Hull has been particularly attentive to all his duties on the points mentioned in this interrogatory.

To the fourth standing Interrogatory. He says, he does not know; Mr. Fosdick had left the Yard before he joined the station.

To the fifth standing Interrogatory. He says, he knows of no instance, but on the contrary, believes that Capt. Hull has been always as indulgent as he could be consistently with his duty.

Sailing master *Robert Knox* was sworn, and testified that he is now master of the Yard, has been so about three years, came into the Yard as a master attached to the Yard in the year 1813.

To the first standing Interrogatory. He says, that he has never known any instance; he has heard surmises but never known any instance, neither does he believe their has ever been any public property so converted to the private use of any one, but Capt. Hull has repeatedly given orders that no public property should be so used, and this order has been observed so far as this deponent has any knowledge.

To the second standing Interrogatory. A labourer has been sometimes sent up to saw wood for Capt. Hull and for Capt. Shubrick, allowed and delivered in the Yard by government, and witness knows no other instance of employment of men, in the service of the United States, by Capt. Hull or others for their private use. The oxen have been employed sometimes out of the Yard, they were used to carry some timber for Capt. Hull. They were once employed to move an old barn which might have given rise to surmises of improper use, but that was on a piece of land bought by the government to extend the Yard at the western end thereof. This piece of land was not enclosed at this time within the limits of the Yard, and the building was removed to a place within the limits of the Yard, and has been ever since occupied for government's use. The deponent knows of no other instance in which the oxen in the United States' employment were used out of the Yard, or for Capt. Hull. The timber so drawn for the use of Capt. Hull, were used to move a building of Capt. Hull's, and were brought into the Yard the same or the second day after, and is now in the Yard. That timber was not injured at all for any use. The oxen were no longer employed than was necessary to haul out this timber and to haul it back, say ten minutes each time. Two pieces of the timber were hauled at one time, and then one piece immediately after. They were hauled back in the same way.

To the third standing Interrogatory. He says, that Capt. Hull has not to his knowledge ever neglected to examine any accounts, that he always examined the accounts of this deponent, and all others as far as this deponent knows, and that he has always as far as this deponent knows, directed the surveys of public property and attended to the returns of it, that so far from neglecting the public property and suffering it to be wasted and injured, he has always been very careful to prevent it, that Capt. Hull has exercised great vigilance over the men and been careful to prevent waste or misuse of public property in all instances within the knowledge of this deponent.

By the Court. Have you ever known any article of public property to be wasted, lost, or injured in this Yard, for want of proper attention since Capt. Hull has commanded it?

Answer. He has not

To the fourth standing Interrogatory. He says, that he neither knows or has any reason to believe that Capt. Hull neglected any measures for the detection of Fosdick's fraud; and as to Capt. Hull's having any connection or collusion with him, he says he does not believe that Capt. Hull had any connection or collusion with Fosdick in his fraud; further he believes that Capt. Hull knew nothing of it, till it was discovered by the pay rolls. The witness says Mr. Fosdick was considered by himself, and he believes was generally considered, as honest a man as ever existed in the Yard until his fraud was discovered.

To the fifth standing Interrogatory. He says that he knows of no such instance, and he believes that Capt. Hull, instead of being oppressive, would rather be lenient to the officers and the men under his command.

By Capt. Hull. Has or has not the Navy-Yard been very much improved by the enlargement of the western part of the Yard; if yea, state what improvements were made.

Answer. It has: great additional room has been made which was necessary for public convenience, guns and lumber are placed there, the live oak for a frigate is piled there, and it is in other respects useful.

By Capt. Hull. When Capt. Hull took the command of this Yard, were there or were there not near the gate of the Yard several shops that were in the practice of purchasing stolen goods? If yea, did or did not Capt. Hull use every exertion to remove those shops.

Answer. There were such shops, and Capt. Hull by his exertions caused the people to be removed from them.

Mr. Josiah Barker, master builder in the Yard, was duly sworn and testified that he came into the Yard in that capacity in July, 1816; been here ever since. Was first employed in December, 1811, to repair the John Adams, and continued, with a few weeks occasional absence, till September, 1814, and was not in the Yard again till July, 1816, as above mentioned.

To the first standing Interrogatory. He does not know of any thing of consequence, unless it may be chips. It has been the custom in this Yard, for the officers and men belonging to the Yard, and who worked in the ship to take away the chips. Capt. Hull gave directions that no lumber of value should ever be taken away as chips, and this deponent attended to this order, and he does not know that any lumber of value or use was ever carried away. The persons who took away the chips was paid for the removal of them out of the Yard. A man by the name of Isaac Trask, now dead, was entrusted to remove the chips, the witness having great confidence in his fidelity, and he was paid for this labour, by those who had the chips, and thereby the expense of removing them out of the Yard was saved.

Here Capt. Hull exhibited the original orders of the Commissioners on the subject of removing chips, which is as follows:

(Circular.) "NAVY COMMISSIONERS' OFFICE, *7th Sept.* 1813.

"SIR: When the chips in the Yard under your command shall become an "incumbrance in the Yard, they are to be removed outside of the Yard, under "the superintendence of a careful Officer, once every fortnight; and when so "removed the carpenters and others may take them; giving, however, a prefer-"ence to the persons belonging to the Yard.

"I am, Sir, respectfully, your most obedient,

"JOHN RODGERS, *President of the Navy Board.*

"Capt. ISAAC HULL, Boston."

To the second standing Interrogatory. He says, that he knows of no instance of such employment or use of men or of the cattle in the service of the United States, except that the oxen were occasionally used to transport chips to the officers' quarters, and perhaps some of the men belonging to the ordinary, may have been employed to take away chips in hand-carts to some of the officers' quarters.

To the third standing Interrogatory. He says, that he knows no instance, that in all the particulars mentioned in this interrogatory, Capt. Hull has never neglected any duty, to the knowledge of the witness. But in all instances particularly connected with this deponent's duties and business as master builder, Capt. Hull has always been careful to direct all the surveys of lumber and to prevent its waste and injury; that in respect to his superintendence of the men, and care of the public property, Capt. Hull has manifested as much care and diligence as was necessary at all times. Capt. Hull was usually in the Yard at all hours, and there is no instance within the knowledge of this deponent of any loss or injury of property of the United States in this Yard through want of Capt. Hull's personal attention in the Yard.

To the fourth standing Interrogatory. He says, that the occasion of the discovery of this fraud, was a letter from the Commissioners at Washington, stating that the ship then building had cost more in proportion, than other vessels of the same class built elsewhere. Capt. Hull communicated this letter from the Commissioners to this deponent and Amos Binney in the Navy-Yard. This letter was here produced and bears date the 13th December, 1820, and is annexed, and marked C.

Capt. Hull appeared to be irritated when he read this letter, and said that the men did not work; that they would do more work any where else than we did, they would beat us at Portsmouth and every where, we should be behind hand with every body. This deponent said this statement of the Commissioners could not be correct, that the labour or the ship never could have cost so much, they must have added the amount of labour of the Constitution and Alligator, or both. Capt. Hull said that could not be, for the Commissioners had mentioned the very amount of labour, which he, Capt. Hull, had sent on as the cost of the ship from the pay rolls. This deponent observed that there must have been some mistake in casting or in adding other labour with it, for it was impossible the ship should have cost so much. Capt. Hull then observed, that could not be the case, the men did not work. The witness and Capt. Hull soon after separated. In the course of the fortnight following, Capt. Hull frequently spoke on this subject and ascribing always the difference between the cost of this and other ships to the men's not working, said we must make it up by exertion. Nothing more passed on the subject until the discovery of the fraud of Mr. Fosdick, which took place as follows: Mr. Fosdick had left the Yard before the receipt of the Commissioners' letter above mentioned, he left it January or February preceding, and within about a fortnight after receipt of

this letter, one Francis Wyman, now dead, then purser's steward in the Yard said to this deponent that Fosdick had carried off between 30 and 40,000 dollars. Deponent asked how, and he replied you will find out by and bye. A few days after, the witness asked Robinson, a quarterman in the Yard, under the witness's direction if he had any account of the days work when he was planking the ship ; he said that he had an account of all the men employed in his gang for each quarter, and said he would give it to the witness. He observed it would average about four and a half days work for each man in a week. He said nothing about signing blank pay rolls, this was on a Friday in January, 1821, before Amos Binney went to Washington. Without waiting for these accounts, witness went the same day about 11 o'clock to Mr. Binney's store in Boston. After speaking with him about other business, and asking him for money due to himself, witness asked to see the pay rolls of the September preceding, being those that correspond with the time in which Robinson had kept his accounts as above stated. Mr. Binney produced them, and on examination of them, the witness found that most of the men were carried out six days work in the week. Witness stated to to Mr. Binney, that he was then satisfied how the great difference in the expense of the ships arose. Witness observed that the pay rolls were mostly filled up with six days, whereas they did not average more than four and a half days to each man. Mr. Binney asked witness if he was sure of that, witness replied he was sure of it. Mr. Binney said he was going to Washington in a few days, and if that was the case, he must see Capt. Hull immediately before he went. Just at this time Capt. Hull came in, and witness went away, it being about his dinner hour. On the same day before the witness had finished his dinner, Capt. Hull sent for him to the office. When witness came in, Capt. Hull said it, alluding to Fosdick's conduct, was a very bad business, he said there was a fraud in the pay rolls, and he thought to a pretty large amount, and if he, Fosdick, was so great a villain, he did not know as he could ever put confidence in any one. Witness observed that he, Capt. Hull, was not more disappointed than the witness was. Witness had not had the least suspicion of him, but was then convinced that said Fosdick had then committed a great fraud. Capt. Hull said he should go after him, and find him ; it was then understood that Fosdick was at New-York. Nothing more passed at this time, but Capt. Hull went to his house, it being about 2 o'clock, and witness went to his work. Witness does not recollect any conversation with Capt. Hull the next day (being Saturday.) Witness believes Capt. Hull went early to Boston. On the day after being Sunday, Capt. Hull sent for witness. Witness went there in the afternoon. Capt. Hull said he had attached or should attach all Fosdick's property he could find, and should set out for New-York immediately, that he should set out Tuesday or Wednesday, and should secure all the property he could, for he presumed Fosdick had committed fraud to a large amount, and in the mean time he enjoined upon witness to make no

mention of the affair, to keep it a secret till he had found Fosdick. Capt. Hull appeared to be anxious for the security of the United States, and determined to secure all the property he could of Fosdick's. At that time Fosdick had not much visible property in this neighbourhood. Witness did not think him to be rich nor was it generally considered, as this witness believes that said Fosdick had much property. Witness was with Capt. Hull about an hour. In the course of that time the same language was repeatedly expressed, and great anxiety was shown by Capt. Hull to recover for the United States the property supposed to have been carried away by the fraud of Fosdick. Capt. Hull gave witness some directions what witness should do during his absence. Capt. Hull went to New-York on Tuesday or Wednesday after. Witness did not converse with Capt. Hull any more on this subject, till after his return from New-York. Capt. Hull said that he did not find Fosdick when he first went to New-York, and had left New-York on his return, leaving direction to have Fosdick taken whenever he arrived, and while on his way home an express from New-York overtook him, and he returned, that he had on his return to New-York secured a large amount of property, witness thinks 60 or 70,000 dollars were mentioned, but cannot say certainly. But Capt Hull said be had got enough to secure the United States. Capt. Hull appeared to be satisfied that he had done so well for the United States. As to Capt. Hull's connection or collusion with Mr. Fosdick in this fraud, this witness verily believes that Capt. Hull had no such connection or collusion with Fosdick, but on the contrary the witness believes that Capt Hull knew nothing of it till it was detected as aforesaid at Mr. Binney's office.

Sometime before Fosdick went away, one Leavitt, a workman in the Yard, mentioned to witness that Mr. Fosdick had requested the men to sign blank pay-rolls. Witness went to Fosdick's office, to inquire into the cause of this. Fosdick stated that he wanted to go away Saturday afternoons, to see his father and mother, and he could not get the money for the men in season without getting their signatures to the pay-roll on Fridays, by which means he could get the money and pay it over on Saturday before one of clock. The witness went away and thought no more of it, and made no mention of this to Captain Hull, till after the detection of the frand.

Question by Captain Hull. Did you, or did you not, at any time state to Captain Hull any conversations you had with Fosdick, or any other person, relative to the signing of blank pay-rolls.

A. Never, until after the fraud of Fosdick was discovered.

By the Court. At what time did Fosdick, the clerk of the Yard, commence paying the mechanicks employed in the Yard, and did you ever hear any reason assigned for his paying them. By whom were they paid before Fosdick was assigned that duty?

A. Witness cannot say when Fosdick commenced. Mr. Ludlow used to pay the men in 1814, and witness supposes until the Independence sailed. When Mr. Ludlow went away, witness believes Fosdick paid them, and continued to do so till he went away, which

was in January or February, 1820; then Mr. Deblois paid them, and continued to do so till Mr. Ludlow came into the yard as purser. Witness knows of no reason; never heard any assigned for Fosdick's paying the men.

To the fifth standing Interrogatory. He says, that he knows of no such instances.

The Court then adjourned to ten of the clock to-morrow morning.

U. S NAVY-YARD, CHARLESTOWN, AUGUST 14, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Captain John Shaw, of the United States' Navy, was duly sworn.

To the first standing Interrogatory. He says he knows nothing himself, and never told any person that he knew any thing of Captain Hull's administration of the Yard. Witness knows nothing personally, but only from general reports, or reports in general circulation through Boston and Charlestown. Witness asked who was the authority, and the reply given by some persons whom witness asked was, that they did not know. It was generally spoken of; witness was never able to trace these reports to any particular person, and did not feel it his duty to make the attempt; the reports were so current, that witness presumed that they were known to every officer on the station.

To the second standing Interrogatory. He says he knows nothing himself on the subject, and knows nothing but what he has heard in general reports, and at the Court-Martial of Lieut. Abbot.

To the third standing Interrogatory. He says he knows nothing, it was not his duty to know any thing of the affairs of the Yard, and for fifteen months previous to the Court-Martial on himself, he thinks he was not in the Yard six times, except on duty

To the fourth standing Interrogatory. He says he knows nothing himself, only by hearsay.

To the fifth standing Interrogatory, He says he knows nothing; his command was entirely separate from Captain Hull's.

It being stated to this witness by the Court, that one object in asking the witnesses their belief and the reasons thereof, is from the expectation that their answers may lead to a knowledge of persons who may be able to testify, but are now unknown to the Court, the witness thereupon stated, that he knew of no such persons; but Lieutenant Abbot had the names of many, and, as he supposed, of some who had not yet been examined, as the witness has understood from Lieutenant Abbot.

John A. Bates, sworn, testified that he has been in the Yard since the first of February, 1820, as Clerk of the Yard, and Clerk to the Commandant, and has been constantly at the Yard, with the exception of two or three weeks' occasional absence.

To the first standing Interrogatory. He says he knows of none, and has no reason to believe that there has been any public property converted to private use.

To the second standing Interrogatory. He says, some men have been employed by Captain Hull for his private purposes, but he has always been particular in having the names of such taken from the muster-roll of the Yard, during such employment. The oxen have been employed in carting chips and also wood, which was allowed and furnished by the Government, being landed within the Yard, and carted to the officers' quarters. Labourers have been employed in sawing and piling the fuel of Captain Hull, when they were at the same time paid by the United States: cannot at present give any particular estimate of the labourers' time thus employed. The allowance of fuel to Captain Hull was 28 cords a year. Witness presumes it was all so sawn by labourers of the Yard. Witness does not know by whose order this wood was thus sawn and piled by the labourers of the Yard. Witness knows no other instance, and has no reason to believe there were other instances.

To the third standing Interrogatory. He says, he knows of no instance of neglect of duty in any of the particulars mentioned in this Interrogatory, nor has any reason to believe there are such; that Captain Hull has been particular in giving directions to the master-workmen to see that their men were constantly employed.

To the fourth standing Interrogatory. He says, that a few days before Captain Hull went to New-York, which was on the 24th of January, 1821, witness thinks it was on a Friday or Saturday, about two of the clock, Captain Hull directed him to compare one of the pay-rolls with Keating's muster-roll, and report to him the difference. Witness did so, and reported that evening. Captain Hull went the next morning to see Mr. Blake in Boston, as witness understood from himself, and was in Boston most part if not all that day. Witness had no conversation with Captain Hull on the subject that day as he recollects. Sometime afterwards, before he went to New-York, Captain Hull said he had made arrangements for an attachment on Fosdick's property. Witness continued the examination and comparison of the pay-rolls and Keating's muster-roll, by direction of Captain Hull, during his absence. When Captain Hull returned, he stated to this witness that he had secured a sufficient sum, as he thought, to cover the fraud, and appeared very much gratified with his success at New-York. Afterwards, Captain Hull, Mr. George Blake, and Mr. A. Binney, being appointed Commissioners, by the Secretary of the Navy, to investigate the extent of the fraud, Mr. William Parmenter, the Navy-Agent's clerk, and the witness, were directed by them to ascertain the extent by inspection of the pay-rolls; and this was done with care and diligence, being occupied therein afternoons and evenings more than three months. The amount ascertained was $52,502 63, and this, witness understood was finally secured to the Government. The amount paid to the Navy-Agent was 55,000 dollars, as appears by his receipt here exhibited and as follows:

Boston, July 14, 1821.

Received of Commodore Isaac Hull, fifty-five thousand dollars, it being the amount refunded by Charles Bradbury, Esq. for account of Mr. Benjamin

Hitchborn to the Commissioners appointed by the Secretary of the Navy, by his letter, dated 1st March, 1821.

For account of Gradual Increase of the Navy	$24,192 81
.. .. .. Repairs of Vessels	12,627 26
.. .. .. Expense of Navy-Yard, &c.	18,179 93
	55,000 00

A. BINNEY, NAVY-AGENT.

The name of Benjamin Hitchborn, was the newly adopted name of said Fosdick, by an act of the Legislature, which the witness had before this time read in a Boston newspaper. Witness further states that he knows of no such connection or collusion as is mentioned in this Interrogatory, nor does witness believe there was any. Captain Hull appeared to be very much astonished when the fraud was detected. He observed, at that time, that he should not know who to trust hereafter.

Question by the Court. How did you and Mr. Parmenter ascertain the amount of Fosdick's frauds; and are you confident that a sum equal to that which Fosdick defrauded the United States out of, was recovered from him?

A. In the first place, we ascertained the number of days in Keating's muster-roll of each man named in his roll, and compared this number of days with the number set against the same name in the rolls returned by Fosdick to the Navy-Agent, and charged the difference thus ascertained to Fosdick; and, in like manner, compared the days set against each man on the roll of Mr. Peirce, master joiner, and the pay-rolls of Fosdick, for the same men at the same time, and charged the difference to Fosdick. The witness exhibited some of the pay-rolls. Keating's muster-book and Peirce's roll were exhibited. It was by examination and comparison of Keating's muster-book and Peirce's roll with Fosdick's pay-rolls for the same time, that Mr. Parmenter and the witness made up the amount before mentioned of $52,502 63. Whether a sum equal to that which Fosdick defrauded the United States out of was recovered from him, the witness does not know; the reason why witness cannot say, is, because witness does not know that Mr. Keating's muster-book and Peirce's roll, which was all the witness and Parmenter examined, extended through the whole time that Mr. Fosdick kept the pay-rolls of the Yard.

Question by the Court. Since the receipt of the Navy-Commissioner's circular order of the 21st of January, 1821, directing in what manner the men were to be mustered and checks kept, has Captain Hull rigidly complied with such order. The Orders were exhibited to the witness, and are as follows:

[CIRCULAR.] *Navy Commissioners' Office, 31st January,* 1821.

SIR: The Commissioners of the Navy have found it expedient to adopt the following additional regulations with regard to the muster, &c. of the different Navy-Yards.

First. A Lieutenant, if there be one attached to the Yard, or if not, the Sailing-Master, is to be present at the muster of all mechanicks and labourers, which

Lieutenant or Master is to keep a regular book or roll, in addition to that kept by the Clerk of the Yard.

Second. To prevent mistakes or frauds, the order of the muster must be as follows. The rolls of the Lieutenant or Master are to be made out in the same order as those of the Clerk; the Clerk is to call over the name of each mechanick, labourer, or other person paid by the day, in the order in which they stand on the rolls, and as they are so called, they are to pass in rotation, in the presence of the said Lieutenant or Master, whose duty it will be to check any omissions or correct any mistakes which may accidentally or otherwise be made by the Clerk. The roll being called, the Lieutenant or Master is immediately afterwards to compare his roll with that of the Clerk, in order to ascertain if they agree.

Third. At the end of each week, the Clerk is to deposit his roll, signed by himself, in the hands of the Purser, and the Lieutenant or Master, in like manner, to deposit his in the hands of the Commandant of the Yard, who, before signing the general muster pay-roll, (by which *alone* the Purser will be authorized to pay the mechanicks, labourers, and other persons belonging to the Yard, and paid by the day,) is to compare the rolls so kept by the Lieutenant or Master, with the monthly pay-roll made out by the Purser, in order to satisfy himself that their respective rolls agree, before he the Commandant puts his signature to that by which the Purser pays the men.

Fourth. The original rolls kept by the Clerk, are, on the settlement of the Purser's account with the Fourth Auditor, to be sent with such accounts, as indispensable vouchers, establishing the correctness of the sums respectively paid to the mechanicks, labourers, and others employed by the day.

Fifth. The rolls kept by the Lieutenant or Master, and deposited in the hands of the Commandant of the Yard, are those by which the Commandant is to make out the monthly rolls required to be sent to the Navy Commissioners' Office, showing the sums expended for labour on each and every object, whether for Navy-Yards, repairs, ordnance, or gradual increase, or whatever object it may be; and, in order to multiply the number of checks, the Commandant is to preserve and file all the weekly rolls from which he makes out the before mentioned monthly rolls.

Sixth. Some one day in every week, the Commandant will in person attend the muster of the Yard, and see that they are conducted in the manner herein prescribed.

I am, Sir, respectfully, your most obdt. servt.

CAPT. HULL, *Boston.* JOHN RODGERS.

which Orders were read to the witness.

A. Mr. Waldo, a Master in the Yard, has kept the check-roll instead of a Lieutenant; Mr. Keating has called the names instead of the Clerk of the Yard, but the Clerk kept the muster-roll. Witness does not know and can't say whether Captain Hull has compared the muster-rolls kept by the Clerk and the Master. Does not know of any other variation from the orders; believes there is none.

Question by the Court. Did you ever hear any reason assigned for Mr. Waldo's being permitted to muster the men instead of the Lieutenant of the Yard?

A. At the time the Orders of the 31st of January, 1821, were received, there was no Lieutenant of the Yard.

Question by Captain Hull. Has not the Lieutenant of the Yard attended to the other duty of the Yard and ships in ordinary?

A. He has. There was some conversation between Captain Hull and Captain Shubrick, at the time Mr. Waldo was assigned the

duty of mustering the men instead of a Lieutenant. It was thought that Mr. Waldo, being lame and always on the spot, he might most conveniently attend this duty, as it might sometimes interfere with other duties of a Lieutenant. This conversation was before there was a Lieutenant of the Yard, witness thinks, but is not positive, and at the time the orders above mentioned were received. Mr. Waldo is a Sailing-Master, in the Yard.

To the fifth standing Interrogatory. He answers, that he knows of no act of oppression committed by Captain Hull, and has no reason to believe there was any instance of oppression; or, that Captain Hull withheld any allowances from officers or others, made to them by the Government.

Question by Captain Hull. Has it not been understood that the wood allowed the officers was to be delivered to them sawed?

A. Witness does not know what the understanding is; it has been customary for the officers to have their wood sawed by the labourers of the Yard, when delivered from the Yard to them; and when wood has been delivered from the wharves without the Yard, the wharfinger has usually caused it to be sawn, and the expense of sawing has been charged to and paid by the Government.

Lieutenant John Percival, of the United States' Navy, was sworn, and testified that he joined the Yard in August, 1816, and did duty till the following spring, in April; was then absent till May, in 1818, when he returned, and continued till September following. From that time he was absent till April, 1820, but been in the Yard ever since, with the exception of absence for two or three months in the summer of 1820, and two months in the winter of 1820 and 1821. Commenced acting as Lieutenant of the Yard, or first Lieutenant, in February, 1821, and has not been absent since then, with the exception of a few days, and this only twice.

To the first standing Interrogatory. He says, he does not know of any, and he has no reason to believe there has been any

To the second standing Interrogatory. He says, he does not know of any instance of any such employment, except that he has himself, without the direction of Captain Hull, ordered a labourer to saw wood, supplied by Government from the Yard, for Captain Hull. Witness knows of no other instance; he believes there were none.

To the third standing Interrogatory. He says, he knows of no instance of neglect, and has no reason to believe there is any; on the contrary, in respect to the public property, Captain Hull has been very particular in directing it to be carefully examined before received; that he has been very particular and minute in directing the actual surveys. Witness made the survey of the last year, and it was very carefully and exactly made. Captain Hull was particularly attentive to the care of the public property to prevent waste thereof, repeating often his directions to this effect, and directing the officers to use old rigging always when it would answer, instead of new. The result of the last annual survey of copper,

gave nearly two thousand pounds more than the former estimate. Witness mentions a particular instance of Captain Hull's attention: that the witness was cautioned not to receive unfit stores for the Macedonian. Witness examined the whiskey, and found it was not of the first proof, and reporting this to Captain Hull, he commended the witness, and renewedly exhorted him to minute attention and care.

To the fourth standing Interrogatory. He says, that he was absent at the time of the discovery of this fraud, and knew nothing of the measures which Captain Hull pursued, except by hearsay. Believes from what he has observed and heard, that Captain Hull had no such connection or collusion with Mr. Fosdick.

Captain Hull's counsel, S. Hubbard, Esq. appeared, and took his seat in Court.

To the fifth standing Interrogatory. The witness says, that he knows of no instance of oppression, and believes there was none; that Captain Hull did not withhold, as this witness believes, from any officer any allowance made to him by Government.

Question by the Court. Were you not absent in Europe some time ago. If so, were you there on public or private business; who paid you while there, and how long were you absent?

A. In April, 1817, being then attached to the Macedonian, in ordinary on this station. Witness left here for England the 17th of that month, was in Europe till January following, and returned to the United States in March, 1818. Was there on private business, was paid for his services by Captain Hull. Witness had leave of absence from Captain Hull, and left this station with Captain Hull's permission; did not know then whether Captain Hull had obtained leave or not from the Department. On his return from Europe, witness addressed a letter to the Fourth Auditor in the Treasury Department, Mr. Constant Freeman, inquiring whether the Government would allow his pay, the Purser of the Yard, Mr. Deblois, having passed witness's account, as entitled to full pay and rations, and Captain Hull was in doubt whether this would be allowed, and the Purser was uneasy, which was the reason of witness' writing to the Treasury Department. The answer from the Fourth Auditor was, that if Captain Hull considered witness as on leave of absence, his approval of the account would be authority to the Purser to pay it. Witness says he has a copy of his letter to the Fourth Auditor, and his answer above mentioned, and exhibits them; they are as follow:

SIR: During my absence from this station, on leave of absence from Com. Isaac Hull, my pay amounted to 589, (or thereabout,) dollars, which amount Mr. Deblois, the purser here has paid me, but fears, as I am not actually performing duty on this station, that he may have erred in making this payment. Anxious to relieve him from such a belief, I beg, sir, you will sanction the course he has pursued. I am aware, sir, I need not instance similar cases to my own to justify my claim, yet, that of Capt. Carter, who lived at Richmond; Lieut. Sloat at Norwich, and others, not necessary to enumerate, the former who never appeared at New-York, and the latter never did any duty;

yet they both received from the purser of the Navy-Yard their pay, &c. regularly. Your early attention to the above will confer *a lasting obligation*, on, Sir, your most respectful and obedient servant,

Signed, I. PERCIVAL.

U. States' Frigate Macedonian, Charlestown N. Y. Mass. Aug. 27, 1818.

Colonel CONSTANT FREEMAN, 4th Aud. of the Treasury.

"I do certify the aforegoing to be a true copy of a letter I received from Lieut. Percival, on the 2d of September, 1818.

CONST. FREEMAN, *4th Auditor.*"

Treasury Department, 4th Auditor's office, 3d September, 1818.

"SIR: I have received your letter of the 27th ult. If you were considered by Com. Hull as attached to the Charlestown station, during your leave of absence granted by him, his sanction to the account and payment will be sufficient authority for the purser to settle with you for the balance.

"I am, sir, respectfully, your obedient servant,

"Signed, CONST. FREEMAN, *4th Auditor.*

"Lieut. JOHN PERCIVAL, U. S. Navy, Boston."

"I do certify the aforegoing to be a true copy of the letter I wrote to Lieut. Percival, in answer to his to me, dated on the 27th August, 1818.

CONST. FREEMAN, *4th Auditor.*"

Capt. Hull, immediately on receipt of this letter from the 4th Auditor, approved the account, and the amount was paid to the witness through the purser, Mr. Deblois. Capt. Hull told witness that he would write for leave of absence for the witness, and if he did not receive the leave before the vessel witness was to go in should sail, he, Capt. Hull, would give him leave. Leave was not received from the Navy Department before witness sailed, to his knowledge; he went on Capt. Hull's permission. Whether Capt. Hull wrote or not, witness does not know.

Question by the Court. Has Capt. Hull ever received from you any money or other compensation for his influence to get your accounts passed at the Navy Department, or do you know of his having received money from any other person as a bribe?

Answer. He *never did from me*, and I do not know that he ever did from any one else.

Question by Capt. Hull. Has it not been customary for an officer to receive both from the Secretary of the Navy and from the commanders of the different stations, leave of absence, and at the same time receive full pay?

Answer. Witness has understood there have been such instances, and mentions as an instance, Doctor Evans, who, in 1818, was absent from this station, and witness understood from duty, and yet received his pay and rations, as witness understood for about two years: as another, Lieut. Storer who was absent from duty one year and received full pay and rations, as he himself told this witness: as another, Dr. Trevett, who was absent as he stated to this witness on the Lakes, off duty some time, can't say how long, and received full pay and rations: as another, Lieut. Whipple, who stated to this witness he was off duty on leave of absence, and was going to Europe, and received pay and rations: Capt. Charles B. Thompson was absent in Europe on leave, and yet received full pay as witness understood.

Question by Capt. Hull. Did the service sustain any injury in consequence of your absence?

Answer. Witness never understood that it had, there were many supernumerary officers of witness' grade on the station when witness went away and when he returned.

Question by Capt. Hull. Did you, while in England, visit the public dock-yards, and were you enabled to, and did you acquire valuable information on, the subject of your profession?

Answer. Witness did visit the king's dock-yard at Deptford, and did acquire useful information in his profession which might be useful to his country. He had an opportunity of making two experiments, both relative, however, to witness' private mission there.

Question. Was the United States' government in any manner interested in the object of your mission? *Answer.* Not at all.

Question. Did you ever make any report to the government on the subject of your mission? *Answer.* No: he did not.

William M. Caldwell, Lieut. in the United States' Navy, was sworn and testified that he has been attached to this station about three years, and been here constantly, with the exception of occasional absences.

To the first standing Interrogatory. He says, that he knows of no instance, and has no reason to believe there is any.

To the second standing Interrogatory. He says, that he knows of no instance, and has no reason to believe there has been any instance of such employment except from reports in circulation, but does not know where these reports come from.

To the third standing Interrogatory. He says, he knows of no instance of Capt Hull's neglecting to examine accounts, and as to surveying some copper two years preceding the last survey, the witness, who was one of the surveying officers says, that it was understood between Capt. Hull and himself, that it would not be necessary to take out the copper from the boxes, the boxes were bound up with iron and had not been broken, but appeared to be in the same state as when imported, these were not opened or examined, but other boxes which appeared to have been opened were examined, the sheets of copper were taken out and counted, and the number of sheets were found to correspond with the mark. The copper had been some time in the cellar. It was thought unnecessary to examine the unbroken boxes, and there was no convenient place to put it when taken out, and the boxes would have been much injured by being opened; the boxes each weighed as witness thinks, nearly half a ton. Witness knows of no instance of Capt. Hull's neglecting to take care of the public property, nor of his neglecting to superintend with vigilance the employment of the men in the Yard, or looking after the property of the United States in the hands of men employed in the Yard.

Here Capt. Hull exhibited the order of the Commissioners, 4th November, 1819, which are as follows:

"NAVY COMMISSIONERS' OFFICE, 4th November, 1819.

SIR: Your letter of the 28th ult. has been received. You will yourself judge as to the expediency of reweighing any of the heavy articles referred to by you. If you should be so far satisfied with the weights as they may be stated by the surveying officers, as to induce you to approve their proceeding without weighing the articles, it will not be considered essential to reweigh them. The object of the survey is to have a correct return of the quantity and condition of all articles on hand.

"I am, sir, respectfully, your most obedient servant,

"Signed, STEPH. DECATUR.

"Capt. ISAAC HULL, Boston."

To the fouth standing Interrogatory. He says, he knows nothing about the subject of this inquiry, and has no reason to believe that Capt. Hull neglected any measures for detection of this fraud, or that Capt. Hull had any connection or collusion with Fosdick in this transaction.

To the fifth standing Interrogatory. He says, he knows of no instance of oppression of any officer or men under command of Capt. Hull. But as to withholding allowances the witness says he knows of none except it be Capt. Hull's refusal to allow chamber money to certain officers, but whether this was in consequence of the disallowance by the Navy Department or by Capt. Hull himself, witness cannot say. This allowance was discontinued in October, 1820.

Here Capt. Hull submitted the following motion:

It is moved on the part of Capt. Hull that a commission may be sent to New-York, directed to some suitable persons to take the answers of David B. Ogden and Robert Tillotson, esqrs. and others, to interrogatories to be proposed to them relative to his services and endeavours to secure the United States from injury in consequence of the fraud committed by Benjamin H. Fosdick.

ISAAC HULL.

Whereupon the Court directed that Capt. Hull should prepare his interrogatories and submit the same to the Court as soon as possible.

The Court adjourned to 10 of the clock to-morrow morning.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 15TH, 1822.

The Court met according to adjournment; present all the members, the Judge Advocate, and Capt Hull.

Capt. Hull submitted his interrogatories prepared by him to be put to David B. Ogden and Robert Tillotson, esqrs. and others.

The Court being satisfied with these interrogatories, no others were added or proposed.

John A. Bates was called again; his testimony given yesterday was read to him, and thereupon he stated that the sum mentioned of 52,502 63 was made up exclusive of the difference found between Peirce's roll and the pay-rolls of Fosdick. This sum was made up from Keating's muster books and Fosdick's pay-rolls, and the commissioners made up the residue of the sum of $55,000 paid

over to the navy agent as witness supposes from Peirce's rolls and other sources. Witness further states that he has examined the pay-rolls and finds as the result, that the pay-rolls from the commencement of the building of the 74 gun ship Independence, to the 2d Sept. 1814. were made out by Mr. Reed, the purser's steward, certified and paid by Mr. Ludlow, purser of the Yard; from the 3d Sept. 1814, to the 18th March, 1815, the pay-rolls were made out by Mr. Reed, as before, and certified, and probably paid by Mr. Fosdick, Mr. Ludlow being, as it is said, at Washington settling his accounts; from the 18th March, 1815, to the 6th February, 1816, the pay-rolls were made out, certified, and probably paid by Mr. Fosdick; from the 7th February, until the 22d July, 1816, the pay-rolls were certified and paid by Mr. Deblois, purser of the Yard; from the 23d July, 1816, until the 7th January, 1820, the pay-rolls were made out, certified, and paid by Mr. Fosdick.

Robert C. Ludlow, purser of the yard, was sworn.

Question by the Court. Do you know at what time Fosdick, the former clerk of the Yard, commenced paying the mechanicks and labourers of the Yard?

Answer. Witness cannot say precisely, witness had been purser of the Yard before the Independence was fitted for sea. Witness mentioned to Capt. Bainbridge in May or June in 1815, that he could not perform the duty of purser both for the Yard and the ship, to which the witness was attached, having been ordered to the ship in April preceding as witness thinks. Mr. Fosdick commenced paying the mechanicks sometime in May or June, 1815, by whose order witness does not know.

To the first standing Interrogatory. He says he knows of none, and has no reason to believe that any public property has been so converted.

To the second standing Interrogatory. He says he knows of no instance of such employment for the private use of Capt. Hull, or any person, and has no reason to believe there has been any.

To the third standing Interrogatory. He says there has been no instance of any neglect by Capt. Hull to his knowledge or in his belief.

To the fourth standing Interrogatory. He says he has no personal knowledge of the measures which Capt. Hull took, except that he went to New-York, and he has understood from him and others that he secured the government. Witness does not know, and has no reason to believe, that Capt. Hull had any connection or collusion with Fosdick in the fraud alluded to.

To the fifth standing Interrogatory. The witness says he knows of no such instance, and has no reason to believe there was any.

Question. At what particular periods have you paid the mechanicks and labourers in this Yard. And in what manner was the amount due to them ascertained and certified to you, to justify your making such payments?

Answer. Witness says he commenced paying sometime in the year 1813. and continued paying until April or May, 1815, with the exception of a short time when witness was in Washington settling his accounts. During witness' absence, witness' steward, with Mr. Fosdick, made the payments, which arrangement was made with the approbation of the commandant, Capt. Bainbridge, the payments were made once a fortnight. A roll of the mechanicks and labourers was kept by Mr. Reed, witness' steward, who mustered them. Mr. Keating kept a check roll, and this roll was approved from time to time by the commandant, Capt. Bainbridge, whose clerk witness believes revised the rolls, and on this approval witness paid the mechanicks and labourers Witness further states that he recommenced paying the mechanicks and labourers in April, 1821, and has continued ever since to pay them. The mode in which their time is ascertained and certified now, is by a roll which is handed to this witness by the clerk of the Yard. From this the witness makes a pay-roll. Witness' pay roll is then compared with the muster-roll, and then it is certified by the commandant. This comparison is made by the clerk of the Yard, and the witness as purser.

Capt. Hull offered the following questions, with a view to show that Mr. Fosdick was in the confidence of the commandant of the Yard, Capt. Bainbridge and others, when Capt. Hull took command of the Yard.

Question to Mr. Ludlow, by Capt. Hull. When purser of this Yard in 1813 and 1814, what allowance was made you by the year for paying off the mechanicks ? Did you or did you not employ Benjamin H. Fosdick during your absence to perform that duty ? And what allowance did you make him therefor ? when was he so employed ? was it with the approbation of the then commanding officer of the Yard ?

Answer. He says he was allowed 600 dollars a year for paying off the mechanicks in addition to his pay and rations. Witness did employ said Fosdick to assist his steward in paying the mechanicks about a month or six weeks, and made him the same allowance for the time he so paid for the witness. Witness employed Fosdick during his absence at Washington, and the commandant of the Yard, Capt. Bainbridge, to whom witness mentioned this arrangement, approved of it.

Question by Capt. Hull. What office did Mr. Fosdick hold, and what duties did he perform, while Commodore Bainbridge was commandant of the Yard ? Did he not then possess the confidence of Com. Bainbridge, and did he not continue to enjoy his confidence and good opinion till after his return from the Mediterranean ?

Answer. He was rated clerk on witness' books, and performed the duties of commandant's clerk, Com. Bainbridge having no other clerk. Said Fosdick had the confidence, as witness believes, of Com. Bainbridge, and continued to enjoy it after the return of Com. Bainbridge from the Mediterranean.

Question by Capt. Hull. Did not Mr. Fosdick enjoy the confidence of the various officers in the Yard at the times you were attached to it, and did he not also possess the good opinion of respectable merchants and citizens of Boston up to the time of his, Fosdick's, leaving the Yard? *Answer.* Witness believes he did.

Question by the Court. What situation does Mr. Keating, mentioned by you, hold in the Yard?

Answer. He was rated, as far as witness knows, as quarter master and porter to the navy store, and witness thinks he was so rated in 1812.

The Court ordered that a commission should be sent to the judge of the district court of the United States, in the state of New-York, or the recorder of the city of New-York, or any other magistrate duly qualified to administer oaths, to take the deposition of David B. Ogden, Robert Tillotson, esqrs. and any others whom Capt. Hull may produce to be examined, and that return thereof be made forthwith.

Robert Wainwright, Capt in the United States' marines, was sworn, and testified that he has been attached to this station six years, been here constantly with the exception of occasional absences.

To the first standing Interrogatory. He says he has no knowledge, and having no knowledge, has not permitted himself to believe that such a thing could be.

To the second standing Interrogatory. He does not know, he has seen the cattle employed out of the Yard about two summers ago, but whether they were then employed for the use of government or were then paid for by government, witness cannot say.

To the third standing Interrogatory. He says he knows of no neglect of Capt. Hull: he knows nothing of the accounts of the Yard, and in respect to the public property and the residue of this interrogatory, he has always considered Capt. Hull as indefatigable in his attention and care of it, and also in the performance of his duties.

To the fourth standing Interrogatory. He says he knows nothing of this transaction. He understood from Capt. Hull after his return that he had taken Fosdick at New-York, and he thought the Government would be secure by the property he had taken possession of. On the day Capt. Hull left home for New-York, witness was engaged to dine at Capt. Hull's with a large party, and Capt. Hull left home before the dinner hour, and was not present at the dinner; witness does not know, nor has any reason to believe that Capt. Hull had any connection or collusion with said Fosdick.

To the fifth standing Interrogatory He says, that he has no knowledge of any instance of oppression mentioned in this Interrogatory, nor has he any reason to believe that any such has existed.

Quest. by Capt. Hull. Did not Mr. Fosdick possess the confidence

of the officers of the Yard, from the time you were first attached to the Yard, until he, Fosdick, left it ?

Answer. He says, he had no knowledge of the character of said Fosdick, witness had never heard his integrity questioned, while he was in the Yard.

Jacob Mull, sailing master in the Yard, was sworn and testified he had been in the Yard fourteen months, and here constantly.

To the first standing Interrogatory. He says he has not.

To the second standing Interrogatory. He says he does not.

To the third standing Interrogatory. He answers, in the negative in all particulars.

To the fourth standing Interrogatory. He answers, in the negative.

To the fifth standing Interrogatory. He says he does not.

Nathaniel Carter, Lieutenant in the United States' Navy, was sworn and testified, that he has been in that station since September, 1818.

To the first standing Interrogatory. He says, not to his knowledge, and he has no reason to believe that any public property has been so converted.

To the second standing Interrogatory. He says, that in answer to this Interrogatory, he can only say that he has seen some men and the cattle employed outside the Yard, but whether it was for the private benefit of Capt. Hull or any other person, witness cannot say. Witness has no reason to believe that the men and cattle were then so employed.

To the third standing Interrogatory. He says, that he knows of no instance of neglect, that as to the accounts he had no knowledge of these whatever, was never ordered on any survey, and knows nothing of this branch of the enquiry, and as to the care of the public property, he says the officers had standing orders to make their regular rounds in the night every hour, to see that the stores was closed and fires out, and centinels vigilant, and that the officers have always been attentive to these orders; witness has no reason to believe that Capt. Hull, has been negligent in any of the particulars mentioned in this Interrogatory: the officers had standing orders to make reports in the morning of every instance of neglect of the centinels.

To the fourth standing Interrogatory. He says, he has no knowledge on this subject, and has no reason to believe that Capt Hull neglected to take proper measures for the detection of the fraud, nor any reason to believe that he had any connection or collusion with Fosdick whatever.

To the fifth standing Interrogatory. He says, he knows nothing, nor has any reason to believe that Capt. Hull did oppress any officer or others in his command. He has heard something about chamber money, but Capt. Hull, as this witness believes, had orders to withhold it when he did so.

James Bogman, gunner of the Yard, was sworn and testified that

he had been gunner of the Yard, since 4th April, 1816, and has been here constantly since that time.

To the first standing Interrogatory. He answers, in the negative, and says he has no reason to believe that any public property has been so converted.

To the second standing Interrogatory. He says, he has seen the teams carting wood, to Capt. Hull's house from the wharf in the Yard, where it was delivered by Government for the use of the officers. There is no cart passage from the Navy-Yard directly, into Capt. Hull's yard, the wood was necessarily carted out of the Navy-Yard and by the high way to Capt. Hull's. Witness has seen teams carry off chips from the Navy-Yard once or twice to the officers quarters close by the Navy-Yard gate. Witness knows of no other instance of the employment of the teams for the use of Capt. Hull or others. Witness knows of no instance of the employment for Capt. Hull's or other person's private use of any artificers or labourers or other persons while these were paid by the United States, nor has this witness any reason to believe there have been such instances.

To the third standing Interrogatory. He says, he knows of no instance of neglect whatever, that Capt Hull was always, as far as this witness knows, attentive in taking care of the public property, and has no reason to believe that Capt. Hull has ever been negligent in any of the particulars mentioned in this Interrogatory.

To the fourth standing Interrogatory. He says, he knows nothing on the subject of this Interrogatory, and has no reason to believe that Capt. Hull had any connection or collusion with said Fosdick in said fraud.

To the fifth standing Interrogatory. He answers in the negative; and says he has no reason to believe that Cap. Hull ever oppressed any officers or others, or withheld from them allowances made by the Government.

Question by Capt. Hull. Have you had any, and what directions in regard to using the old stores in the Yard in your department.

Answer. The orders given were to make use of the old stores instead of the new, and the old were always used when these would answer.

George Bates, store keeper of the Yard, was sworn and testified that he has been in the Yard since December, 1818, and been here constantly.

To the first standing Interrogatory. He says, that he neither knows, nor has any reason to believe, that any public property has been so converted to private use.

To the second standing Interrogatory. He answers, in the negative.

To the third standing Interrogatory. He says, he knows of no instance of neglect, and believes there has been no such instance of neglegence as is mentioned in this Interrogatory.

To the fourth standing Interrogatory. He answers, in the nega-

tive, and that he considered at the time, that Capt. Hull took every measure that a man possibly could take, and witness has no reason to believe that Capt. Hull had any connection or collusion with Fosdick in the fraud alluded to.

To the fifth standing Interrogatory. He answers in the negative.

Question by Capt. Hull. Did not Mr. Fosdick possess the confidence of the various officers in the Yard, from the time of your entering it till he, Fosdick, left it?

A. Witness thought that Fosdick had the confidence of every officer in the Yard, and also of the respectable citizens of Charlestown and Boston, men of business, and to as great a degree, as any other officer in the Yard. Witness had an opportunity by reason of Fosdick's being his assistant to know him particularly, and thought well both of his abilities and integrity.

Zacheus R. Fuller, carpenter in the Navy-Yard, was sworn, and testified that he had been in the Yard in October, 1818, and been here constantly.

To the first standing Interrogatory. He answers in the negative.

To the second standing Interrogatory. He says he knows of no instance, and has no reason to believe there has been any instance of any public property being so used for private benefit.

To the third standing Interrogatory. He answers to all particulars in the negative, and says he has no reason to believe that Captain Hull has neglected any duty whatever.

To the fourth standing Interrogatory. He says he knows nothing, and has no reason to believe that Captain Hull had any knowledge of the fraud until it was discovered.

To the fifth standing Interrogatory. He says he knows of no such instance of oppression. Witness further says, that he thought himself entitled to a servant, but he never asked Captain Hull for one. He asked Mr. Ludlow for an allowance in money for one, but Mr. Ludlow did not give him any money. Witness says he has never been refused by Captain Hull any proper indulgence in his power to give him.

Stephen G. Clark, Boatswain of the Yard, was sworn, and testified that he joined the Yard in April, 1815, as Master's Mate; was Boatswain in the Yard till within a few months, when he was made Boatswain of the Yard.

To the first standing Interrogatory. He says, that he recollects only one instance; that Captain Hull once borrowed four sticks of timber, to move a building of his which was outside of the Navy-Yard. This timber was returned in one day, was not injured, and is now in the Yard. Witness did not assist in carrying it out, but he brought it in, and does not recollect who did carry it out. Witness has no reason to believe there was ever any other instance of such private use of the public property.

To the second standing Interrogatory. He answers in the negative.

To the third standing Interrogatory. He says, that he does not

konw, nor does he believe there has been any instance of such neglect by Captain Hull; on the contrary, Captain Hull was particular in his care of the property in the Yard, and in looking after the men employed there.

To the fourth standing Interrogatory. He says he knows nothing, and has no reason to believe that Captain Hull had any connection or collusion with Fosdick in the fraud.

To the fifth standing Interrogatory. He answers in the negative.

Adjourned to ten o'clock to-morrow morning.

UNITED STATES' NAVY-YARD, CHARLESTOWN, AUGUST 16, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

The Commission granted on the application of Captain Hull to take evidence in New-York, was issued, and enclosed with directions to Captain Evans, to deliver the same as directed to the District Judge, in New-York southern district, or the Recorder of the city of New-York.

Captain Hull produced his original orders to take command of the United States' Navy Yard at Charlestown, dated July 1, 1815, and he states, that he took command about the 20th of the same month.

Lewis Deblois was sworn, and testified that he was purser of the Yard from the 17th of June, 1815, to the 31st of March, 1821.

To the first standing Interrogatory. He says, he knows of none, and has no reason to believe there has been any.

To the second standing Interrogatory. He says he knows of no instance of such employment, for the private use of Captain Hull, or any other person, and has no reason to believe there is any.

To the third standing Interrogatory. He says he knows of no instance of neglect of any duty by Captain Hull, and has no reason to believe there has been any.

To the fourth standing Interrogatory. He says he knows nothing of the subject of this Interrogatory, and has no reason to believe either that Captain Hull neglected any requisite or proper measure, or that he had any connection or collusion with Fosdick, in the fraud alluded to.

To the fifth standing Interrogatory. He knows of no instance of such oppression, and has no reason to believe there has been any.

Question. Do you know, or have you any reason to believe, that Captain Hull has at any time during his command of this Yard, *improperly* endeavoured to remove any officer from the situation which he held in this Yard, with the wish or intention of placing Benjamin H. Fosdick in the same.

A. He does not know, nor has any reason to believe there has been any such instance.

Question. Do you know, or have you any reason to believe, that Captain Hull has at any time since his command of this Yard, used

any endeavours, or evinced any disposition, to render the situations of such persons in the Yard as were generally considered honest and upright, in any degree less comfortable or profitable than they had a right to expect?

A. No; not the least in the world.

Question. During the time you were attached to the Charlestown Navy-Yard, as Purser, who paid the mechanicks and labourers of the Yard, and how and by whom were the rolls certified?

A. When witness first entered the Yard, Mr. Fosdick paid them. Said Fosdick was Captain's Clerk, as before stated; he continued to pay them from the 15th of June, 1815, to 5th of February, 1816. Witness paid them from the 5th of February, 1816, to the last of July, same year. Then Fosdick commenced paying them again, and continued paying them till the 5th or 8th of January, 1820. Then witness paid them till he left the Yard, the 31st of March, 1821. The pay-rolls during the whole of that time were certified by Captain Hull.

Question. By what authority, or by whose permission, did Mr. Fosdick pay the mechanicks and labourers during the periods you have stated?

A. It was by Captain Hull's authority, as witness was informed by Fosdick. Fosdick asked witness if he could relinquish the paying the rolls to him. Witness was willing to do so, if Captain Hull would consent. Witness was desirous of getting rid of the responsibility of so much money passing through his hands. When the witness first paid the mechanicks and labourers, he did so as agent to Amos Binney, the Navy Agent. When witness first came into the Yard, he asked Fosdick how the mechanicks and labourers were paid, and where the money came from. Fosdick said that he paid them, and witness did not interfere. Fosdick continued to pay them as before stated, till the 5th of February, 1816. Fosdick discontinued paying the mechanicks and labourers at this time, by direction of Captain Hull, as witness understood from Fosdick himself. Witness then resumed the paying of the rolls until the July following, as before stated. Fosdick then, that is, in July, 1816, came to witness, and said that Captain Hull had permitted him to pay the mechanicks and labourers, and under this authority Fosdick continued to pay them, till the 5th or 8th of January, 1820, as before stated. Then witness resumed payment, by Captain Hull's order. Fosdick, about that time, left the station.

Question by Captain Hull. Had you any reason to doubt the integrity of said Fosdick, at any time before he left the station, and what was his reputation in this particular before that time?

A. Witness had not the least doubt of his honesty; his reputation stood fair. Witness had never heard any thing to the contrary.

Joel Abbot, Lieutenant in the United States' Navy, was called, stated, that being under censure, he feels himself placed in a very critical and embarrassing situation, and wishes a few days delay before he is examined, that he has not his books and papers with him, and he wishes the Court to inform him what course his ex-

amination will take, and to what points he is to be examined. He wishes the Court also to tell him, what he is expected to state. He wishes time to consult, and therefore wishes to have delay. The Court explained, that he was to testify as to his knowledge and to his belief, and the reason of his belief respecting the official conduct of Capt. Hull. Mr. Abbot repeated his wish for some delay. He was asked what time he wanted to consult his papers, &c. He replied, till Monday. The Court directed him to make a written proposition for delay, and he retired to do so. Mr. Abbot soon after presented the following application :

Charlestown Navy-Yard, August 16, 1822.

Mr. President and Gentlemen of the Court : Being under censure by sentence of a Court Martial for having concerned myself about the naval affairs of the Boston station, I feel myself placed in a very critical and embarrassing situation, in being called to give testimony in a case in which I have already been condemned. I therefore respectfully request I may be allowed until Monday noon next, to consult and reflect upon my situation, to know what course it is my duty to adopt. I also request the Court will inform me what course they propose to adopt in regard to my giving testimony : whether I shall be permitted to give a minute detail of the reports, circumstances, and facts, which influenced my mind, and as I thought made it my duty to make the representations I did to the Honourable Secretary of the Navy. Also, that the Court would acquaint me what they request, and what they demand of me. I hope this honourable Court will consider that I am placed in a very different situation from witnesses in general. I also hope they will consider I feel no disposition to do other than what is right, that I only wish to know my rights. I have the honour to be, with the highest respect,

Your obedient servant, JOEL ABBOT.

Com. John Rodgers, *President of the Court of Enquiry, Charlestown Navy-Yard.*

Whereupon the Court-room being cleared, and the Court having considered the application of Lieutenant Abbot, granted his request for delay till Monday 10 of the clock, not as a matter of right, but because they had other witnesses to examine, and the progress of the Court would not be retarded by this indulgence.

Caleb Peirce was sworn, and testified that he has been employed in the Navy-Yard as master-joiner from December, 1811, to March, 1812 ; from March, 1813, to December, 1813 ; from 25th June, 1814, to November, 1814 ; from March, 1815, to September 1st, 1815 ; from December 21st, 1815, to April, 1816 ; in October, 1816, and November, 1816, about a month ; from March, 1817, to November, 1817 ; from May 1st, 1818, nearly all the time to the present day, and is now so employed in the Yard.

To the first standing Interrogatory. Witness says he borrowed some timber and plank for the use of Captain Hull, some of the timber in May, 1817, about 1000 feet, board measure, of sawn pine timber, don't recollect the number of sticks. It was used for the roof of the brick house of Captain Hull, near the Navy-Yard gate. It was so used by order of Captain Hull. At another time in 1817, or 1818, can't say the month, or whether it was summer or spring, four sticks were taken out. In 1820, some clear pine plank was taken out, the quantity cannot say precisely, the

price per thousand was 52 dollars superficial measure, and the value of that taken out as computed at the time, was 12 dollars. This was taken out of the Yard when Captain Hull was sick, without his orders. Captain Hull's carpenter, Jonathan Pearson, who was building Captain Hull's houses at the time, came to the witness and asked witness what he, Pearson, should do for seasoned clear plank for doors : witness told him the best way would be to take some out of the Yard, and replace it by merchantable such as he could obtain. Witness mentioned merchantable, because seasoned clear plank could not then be obtained. Pearson did so, and on the same day returned merchantable plank. The clear seasoned plank taken by Pearson was worth, as the witness and Pearson calculated, 12 dollars, at 52 dollars a thousand ; and the quantity of merchantable delivered by Pearson was of the same value, calculating the worth of the merchantable at 36 dollars a thousand. Captain Hull did not know of this at the time ; he was sick, and don't think Captain Hull knew of this till after the clear seasoned plank taken were cut up. It was cut up immediately.

The timber taken in May, 1817, as above stated, was replaced the following August he thinks, but is not positive as to the month, by timber of the same quantity and quality.

The timber taken in 1817, or 1818, as above stated, *to wit*, four sticks was used to remove a small building of Captain Hull's, situate near the Navy-Yard gate, and was returned, as witness believes, in five or six days, was not injured, and is, as witness believes, now in the Navy-Yard. Captain Hull gave orders to take this out of the Yard, whether it was carried out by hand, or hauled by the oxen of the Yard, witness is not positive.

Question. Has the United States sustained any injury or loss in your opinion by the exchange of the plank and timber you speak of?

Answer. Witness says he thinks not, the plank and timber were laying on hand, and there was no occasion for using them before they were all returned or replaced.

To the second standing Interrogatory. He says he don't know of any men, mechanicks or labourers, that were employed by Captain Hull, or by any other person, when they were paid by the government. The oxen, at the time Capt. Hull was digging his cellar, were employed to haul some earth from the cellar into the Navy-Yard, to make the road from the gate inwards ; they were also used occasionally to haul some large stone from the wharf to the cellar, about 10 to 20 rods. When there was work in the Yard the oxen were driven in. The work of the Yard was not delayed at all as witness thinks by this employment of the oxen. Witness knows of no other instance of the employment of the oxen for Capt. Hull's use, or any other persons, except in carting wood to Capt. Shubrick's quarters, and Mr. Waldo's, and to Capt. Hull's house. This was cord wood which had been landed on the Navy-Yard wharf.

To the third standing Interrogatory. He answers in the negative.

He knows not, nor has any reason to believe, there is any instance of such neglect.

To the fourth standing Interrogatory. He says he knows nothing of the measures which Capt. Hull did take but from hearsay, and that he heard nothing on this subject which induced him to believe that Capt Hull neglected to take any proper measures. He further says he has not any belief that Capt. Hull had any such connection or collusion with Fosdick as is mentioned in this interrogatory.

To the fifth standing Interrogatory. He says he neither knows, nor has any reason to believe, there has been any instance of such oppression.

Question. During the different periods at which you have been employed as master joiner of the Yard, have you given the whole of your time to the performance of your duties in the Yard, if not, what portion of your time did you give and what was the reason of your not giving the whole ?

Answer. While witness has been employed in the Yard, he has sometimes had jobs out of the Yard. Witness did not give the whole of his time to the performance of his duties in the Yard. Witness was absent occasionally from ten minutes to an hour, the reason was the pay was not enough for all his time, and the employment was not constant. The employment of witness in the Yard was sometimes one week, sometimes three months, and sometimes four, or six, or nine months. In March, 1815, there was an understanding between witness and Com. Bainbridge, that witness might be occasionally absent to superintend other work, provided the work of the Yard was not neglected. At the time this arrangement was made the witness had private jobs on hand, and could not give all his time. Witness never had any pay for the days he did not attend, but there was no deduction made for the occasional absences above mentioned.

Question. How long is it since you have ceased to attend to your private work out of the Yard during the working hours of the Yard, and for what cause did you so cease to attend to private work ?

Answer. Witness says about three years since : the cause was, witness' wages were raised, and it was distinctly understood between witness and Capt. Hull, that in consequence of witness' wages being raised he should give all his time to the Yard, as soon as witness could bring his private business to a close, which was done in about six weeks or two months after.

Question. Have you ever superintended any private work for Capt. Hull at the same time you were paid by the United States ?

Answer. Witness says he has, he contracted with Capt. Hull to do the wood work of Capt. Hull's brick house which he built in the year 1817.

Question. Were you absent from your duties in the Yard while superintending this work, and how long ?

Answer. Witness says about an hour a day, sometimes perhaps not ten minutes, as he was passing he would stop to look at the work.

Question. Did you contract to build the house for Capt. Hull under the common price of labour at that time. Can mechanicks afford to charge less than the established rules of work ?

Answer. Witness says he contracted at 35 per cent. under the rules of work, which was the fair rate at that time. Mechanicks can afford to charge less than the established rules of work. The rules of work, so called, is a book made by a committee of carpenters in Boston, witness thinks in 1800, in which is stated the prices of different kinds of carpenters' work, and all the particulars enumerated, and prices set against each, as doors, plaining, framing, &c. The book is printed. It is usual among carpenters in contracting with their employers to agree for compensation for such work at a certain per centage below the rules of work : when the work is done, the quantity of such work is ascertained from measurement, by sworn surveyors, and then reference is had to the prices mentioned in the book, and the per centage agreed upon is deducted from those prices.

Question If you had not been employed in the Yard, would you or would you not have asked Capt. Hull more for doing this private work ?

Answer. He says he should not have asked him more for this work.

Question. Did you, after your wages were raised, with the understanding that you were to give the whole of your time to the public, superintend any private work ? If yea, for whom, and to what amount ? *Answer.* He says he did not.

Question by Capt. Hull. Was there any charge made by me for the earth hauled into the Yard from the cellar, and was it not an advantage to the government to make use of the earth from the cellar for the road, as you have mentioned ?

Answer. Witness says there was no such charge to his knowledge. It was advantageous to the United States to make such use of the earth ?

Question by Capt. Hull. When Capt. Hull took the command of the Navy-Yard and found that you was doing private work outside, when paid in the Yard, did he not enquire why you had been employed to do private work ?

Answer. He did, witness told Capt. Hull that he had always done that, and unless he could do it, as the employment in the Yard was not constant but uncertain, it would not be worth while for witness to take employment in the Yard at the pay he received. Captain Hull thereupon agreed witness should continue upon that understanding, that having been the practice before. Witness was to come whenever Captain Hull should call on him to work in the Yard.

Question by Capt. Hull. Have you or have you not done less pri-

vate work since Captain Hull took the command than you did before? *Answer.* Witness says much the same.

Question by Capt. Hull. When you did private work for Capt. Hull, did you lose more time from the Yard than when you were employed in private work for Mr. Gray and others?

Answer. He says he did not.

Question by Capt. Hull. Did you not usually inspect the work on your going out of the Yard at your meals, and did you not generally do so to prevent losing time after muster?

Answer. Witness says he did.

Question by Capt. Hull. Do you not know that Capt. Hull has employed a private carpenter about his building at a discount of 40 per cent. from the rules of work since he employed you?

Answer. Witness don't know, has understood he did.

Question by Court. Please to state if the memorandum now shown you was kept by yourself, and whether it contains a true statement of the time of the mechanicks under your charge were employed for the United States as therein stated. (This memorandum is the roll called Peirce's roll in Mr. Bates's testimony.)

Answer. Witness says it was kept by himself, and does contain a true statement of the time. The witness further states that most of the men's time noted in this memorandum, was of work done on the Independance, then at anchor in the stream, and such men's time was given from this book to Mr. Keating who entered it in his muster books.

The Court adjourned to 10 o'clock to-morrow morning.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 17, A. D. 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Capt. Hull.

Two of the members of the Court having to attend to other public business as Commissioners of the Navy, and the Judge Advocate having suggested that it would be of convenience to him in making up the record, revising and correcting it, that the Court should adjourn without proceeding in the examination of witnesses this day.

The Court adjourned to Monday morning next, at 10 of the clock.

U. S. NAVY-YARD, CHARLESTOWN, MONDAY, 19TH AUGUST, A. D. 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Lieutenant Abbot was called again, and before being sworn, presented to the Court the following statement, which being read, the court room was cleared:

The undersigned, with feelings of great respect, beg leave to solicit the attention of this honourable Court to the peculiar situation in which he is placed.

He is now before this Court agreeably to its order to give testimony in relation to the conduct of Capt. Hull. He has already been tried and convicted and is now suffering punishment for having on former occasions, and in a manner which he thought in due course of law and his duty, made representations concerning that officer. By the award of the Court which tried me, my conduct has been adjudged scandalous and my motives misunderstood. I now wish that this Court, and through it my government, may hear from me an explanation of my conduct.

I desire to enter upon a full and unreserved disclosure of every fact in relation to Capt. Hull, that has come to my knowledge from the year 1818, to the present time. I hope the Court will allow me to narrate every circumstance, to exhibit any documentary evidence, to state the sources of my information, to detail names and dates, and finally, to show the motives which have prompted me to pursue the course which I have done, and the performance of which I am now under censure. I wish to have an opportunity afforded me to purge myself of the charge of malice which has been imputed to me, and to show that I was acting under conscientious impressions of duty, that I made no allegations upon slight or trivial grounds, but that I was warranted by the respectability and the credibility of the representations made to me in adopting the conduct I did.

I would therefore most respectfully ask of the honourable Court, whether I ought to be required to answer any particular interrogatories until I am permitted to make a full statement of all the information in my possession regarding the official conduct of Captain Isaac Hull. JOEL ABBOT.

Monday, August 19th, 1822.

To JOHN RODGERS, Esq. President of the Court of Enquiry.

The Court having considered the application of Lieut. Abbot, who appears before the Court in no other character than as a witness, perceive no reason why he should not be examined on the general interrogatories, and in the same manner as all other witnesses have been.

The Court room was opened.

Lieutenant Abbot was sworn.

To the first standing Interrogatory. He says he knows there has been some public property converted to witness' use, while he was at board at West Cambridge, there was a boat in the small pond in West Cambridge. Witness, when on duty at the Navy-Yard, asked sailing-master Knox for something for an anchor for that boat; here the Court suggested to the witness that he was not obliged to testify to facts which might criminate himself; the witness thereupon said, that on the suggestion of the Court he would stop here as to this particular subject, excepting that Mr. Knox said he, witness, might have it. Witness in further answer to the first general interrogatory, says he cannot say positively that he knows that public property has been so converted, but he can say positively that he believes it, and is willing to state why he believes it.

In the year 1813 witness was ordered to Portland to recruit men for the frigate Guerriere. Witness was in a stage with several gentlemen. Witness did not know any of them, heard their conversation, but took no part in it. One of the gentlemen, from his appearance and conversation, witness took to be a man of some high standing. He was conversing about corruption of public offi-

cers. He related a conversation which he said he heard Mr. Binney make. It is impossible for witness to state it in his scholastic style, but the purport of it was, that Mr. Binney had sent in a great number of accounts to Washington, accounts which Mr. Binney had no idea would pass, and would not have passed if he, Binney, had not known how to dupe them. Witness returned from Portland, and reported himself on board the Guerriere, then lying in Boston harbour, and had frequent occasion to come to the Navy-Yard. One day witness was in the office of sailing-master Waldo; there were several persons in the office, witness could not speak positively who they were, except Mr. Waldo, he was one, witness believes. Witness heard some conversation among them, about articles having been grossly over charged, which had been furnished by Mr. Samuel Clark. Witness did not then know said Clark at that time, has heard since Clark was in the insane hospital, but never heard where said Clark was at board, whether in Charlestown or Boston, at the time he so furnished said articles, and don't know now. Witness also heard, at the same time and place, that Binney and Ludlow had over charged articles which had been furnished to the United States. At another time, in the year 1818, little previous to the Guerriere's sailing for Russia, witness was at the Yard on duty, and heard considerable bustle about copper having been improperly taken out of the Navy-Yard. Witness paid no particular attention to it; witness don't recollect the persons who mentioned this; don't recollect that there was any quantity mentioned. Witness took no part in the conversation alluded to, and cannot recollect any of the persons who took part in this conversation. Witness went on board the Guerriere, and sailed on or about the 24th July, 1813. The ward-room stores were put up by Binney and Ludlow. It was believed by many, and witness thinks, by the majority of the ward-room mess, that the articles were over charged; the officers of the mess were, Lieutenant Joseph Smith, Lieutenant Gordon, Lieutenant Crawley, Lieutenant Bladen Delany, Lieutenant Conover, Purser Halsey, Surgeon Parsons, Sailing Master Hickson, Lieutenant Kellog of the Marines, Mr. Philander Chase, Chaplain, and others not recollected. Mr. Hickson expressed an opinion on this subject, don't recollect what others did; it was generally spoken of. In November 23d, 1819, witness arrived at New-York, in the United States' sloop Hornet, that same day witness called on the Secretary of the Navy who was at New-York; was with him an hour or two. Had come from the Mediterranean on account of being sick, by permission of Commodore Stewart. Witness asked the Secretary for orders. He asked witness where he wished to be ordered. Witness said his health was improved, and he wished orders to the southern squadron under command of Captain Morris. The Secretary told witness it was too late, they had sailed. Witness asked him for orders for Boston. The Secretary said witness might go where he was a mind to, only he must pay his own expenses. The Secretary asked

witness, if he wished orders for duty or for convenience. Witness told him he wished those for duty, his health was so much improved he should be able in a short time to do duty; there was a good deal of information about ships' timber, and other things, that he wished to collect. The Secretary gave witness orders to report himself to the Boston station. Witness did so the 9th December following, to Captain Hull. Captain Hull gave witness verbal leave of absence to go and see his friends, until witness felt himself well enough to return to duty. Witness returned 19th January following. Reported himself to Captain Hull. When witness came on from New-York, some friends of Dr. Trevett gave witness messages to him. Witness called on him; introduced himself. After witness returned from visiting his friends, he went to Boston to board. Some day between the 20th or 25th January, 1820, witness was going to Charlestown, and met Dr. Trevett. Dr. Trevett said he was boarding in Boston, it was a fine place, and he had a good library, and witness had better come there; this was Mrs. Pierce's, in Atkinson street. Witness went there the next day. While witness was boarding there, Mr. Ben. H. Fosdick came to the house and took his dinner one day. Witness does not recollect any other instance. Witness had known Fosdick before that time, before witness went out in the Guerriere. Witness observed to Fosdick at this time, you have taken up your connections with the Navy-Yard, I understand, Fosdick said he had. Witness asked him some questions which drew from him where he was going. Fosdick said he was going to the southward, and into the western country, as agent for Captain Hull and Mr. Binney, on some speculation. Nothing more was then said. Witness went to his own chamber and studied French, in which he was then engaged, and soon after went into Dr. Trevett's room, to recite to him. Dr. Trevett asked witness, as witness thinks, how he had learned that Fosdick had left the Yard, and remarked that there was some iniquity some where, or else Fosdick would not leave the Navy-Yard, and give up so good a salary, or situation. Witness was in Dr. Trevett's chamber a great deal. Witness left the place and went, witness thinks, in July, to West-Cambridge, and boarded there at Mrs. Tufts. Previous to leaving Mrs. Peirce's, one afternoon witness was in Dr. Trevett's chamber, and he was reading to witness from a book called Belisarius. It was very effecting, and calculated to touch the feelings. After he was tired of reading, we got talking about various subjects; talking about Washington, led to Major Gibbs being mentioned. Dr. Trevett mentioned a conversation he had with Major Gibbs; the purport of it was, that the old gentleman, meaning Major Gibbs, said that he had not been properly dealt by here at the Yard. He mentioned that Major Gibbs told him that he had been witness to a great many improper transactions in the Navy-Yard: that there was a great many in his knowledge: that he had them all in black and white, enough to damn Gen. Washington if he was living, and had to answer for it: that when Mr. Crowninshield should be at

Salem, he, Major Gibbs, intended to go down and make him acquainted with these transactions. Dr. Trevett wound up by saying, that Major Gibbs died, and there was an end of it. This ended witness' conversation with Dr Trevett at that time.

Some time in the course of this summer, 1820, witness heard some rumour about copper, and witness heard Bogman, Gunner of the Yard, speaking about it. Witness asked him some questions, and Bogman told witness about his going over to Boston and finding several hundred weight of copper there, that it belonged to the Navy-Yard, he, Bogman, knew, because it had a mark by which he, Bogman, could tell it, belonged to the Navy-Yard. Witness cannot state every word that passed between him and Bogman, but Bogman said it, meaning the copper, had never been got back to the Navy-Yard, except about 14 pounds of it. Bogman mentioned the name of Mr. Peirce, the Armourer of the Yard, as being over there with him, Bogman, to assist him. Mr. Hickson, Sailing Master, came up at the time while witness and Bogman were talking. Some time in the summer of 1820, witness was in Mr. Waldo's office in the Navy-Yard; Mr. Waldo, Mr. Ferguson, Sailing Master, were there, and Mr. Peirce, the Master Joiner, as witness thinks, but is not certain; also Mr. Waldo asked witness what he thought the baize on his table cost, witness said he did not know; there were some sheets of paper, and they were spoken of, Mr. Waldo mentioned something about the cost of it, but witness don't recollect what, only that the cost was great; there were nails mentioned also; Mr. Peirce was there and said the nails were overcharged, or else some body said Peirce had said so, and that Capt. Hull ought to know the price of nails, he had built so many ten footers. In the spring or summer of 1820, Lieutenant Percival came home from the Pacific from the Macedonian. Witness saw him there in the Navy-Yard. He mentioned to witness about his going to Europe for Captain Hull; that he had been there as an agent; that Mr Fosdick, Captain Hull, and Mr. Baker were engaged in the business. Witness don't recollect in particular the conversation, but it was not such as to give the witness a very exalted idea of Captain Hull. About the 1st December, 1820, as witness thinks, but is not certain as to time, witness saw Mr. Barker, the Master Builder of the Yard; Mr. Barker observed that he had had some warm talk along with Captain Hull that morning. Ah! said the witness, what about? Mr. Barker said an order had come on from the Navy Commissioners, finding fault with the expense of that ship he was building, and Captain Hull taxed him, Mr. Barker, with being the cause of it; that he, Barker, had not properly managed or laid out the work, and the men did not do their duty. Barker said he told Captain Hull there was never work better laid out or men worked better, and the cause must not be laid to him, and he presumed that if he, Captain Hull, would look into the pay roll, he, Captain Hull, would find it. Mr Barker stated no reply as from Captain Hull, as witness recollects. Once or twice after this,

witness met with Mr. Barker and had conversation with him on the subject, and witness asked Barker something about the cost of the ship, how it lay, or something of that kind; Mr. Barker said he did not know, that Captain Hull seemed determined that he, Mr. Barker, should find it, or that he, Barker, should bear the blame of it, while he, Barker, said he would not, as he was conscious he had done his duty. All these things led witness to believe that the reports in circulation among the people in Charlestown, that public property had been improperly used. Witness not acquainted in Charlestown, had not opportunity of hearing these reports from persons whom witness knew, except from Mr. Ferguson, a Sailing Master. Witness cannot specify any particular report. He had heard of reports about lumber being taken and used to build houses; can't state any thing more particularly. Witness knew hardly one person in Charlestown. Some difficulties in respect to chamber money had also an influence on the witness's mind, and tended to make him believe that public property had been improperly used, because these difficulties lessened the exalted idea witness had of Captain Hull's character.

Question. Have you at any time since you travelled to Portland with the gentleman alluded to in your testimony, learned the name of any of the persons to whose conversation you have alluded?

A. Witness says, has not, and has never given himself the trouble to try and ascertain. Witness proceeded to answer further the first standing interrogatory. Soon after witness arrived home in the prize ship Mary Ann Flora, witness received a letter from the Secretary of the Navy, in which he called on witness to give information about the copper. Witness called on Keating to see what information he could give witness about the copper, with whom witness had conversation about the copper before he sailed in the Alligator. In this previous conversation, witness asked Keating about the copper, whether he thought it was correct; Keating was very careful about speaking of the copper, but did in his manner give it to witness as his belief that things were not right in respect to the copper; that Mr. Fosdick managed about the accounts, and there was no such thing as telling about the copper. He, Keating, had minutes of the copper in his book. Keating impressed witness's mind from his words and manner with the belief that it was incorrect. Witness asked Keating about the surveys of the copper. Keating said there had been no entire surveys, that the copper was taken from the store keeper's books; some bolts in the store keeper's office were once weighed. This is about all that passed between Keating and witness at that time. It was in consequence of this conversation, and other conversations with Lieutenant Berry, and Caldwell, and Mr. Waldo, Doctor Bates, and others, that witness called on Keating after receipt of the Secretary's letter above mentioned. At the time witness made this call, he asked Doctor Trevett to go with him to call upon Keating for information about the copper. Doctor Trevett being a favourite of Keating, witness thought Keating would be

less guarded in what he might say if Doctor Trevett went with witness and introduced him. Doctor Trevett mentioned to Keating that the witness had a letter from the Secretary of the Navy, asking for information ; witness don't recollect what Trevett said He stopped but a few minutes and left witness with Keating. Witness asked Keating about the copper, and the conversation was pretty much the same, only he spoke more fully about the copper. Keating told witness of his, Keating's, going over to the Catholic Priest ; showed witness his muster roll. Witness asked Keating about Fosdick ; Keating said that Fosdick was in the habit of taking out things out of the Yard, which he, Keating, did not believe he ever returned or gave any account of ; that he, Keating, kept account of these articles in a book, and showed this to witness. Witness took a minute of some of them from this book, which are as follows : 205 lb. Sperm. candles in 9 1-2 boxes, which came from the frigate Congress in February 24, 1816 ; in said book was this memorandum, Mr. Fosdick took Mr. Wyman's receipt November 30, 1818, for the above 205 lb. candles, *Mr. Fosdick took away this receipt.* Also this memorandum, in May 1, 1816, one bolt Ravens duck, one do. Russia ; these witness was told by Keating were delivered Mr. Fosdick's servant, who, as Keating said, told him at the time they were to make sheets for Mr. Fosdick. Another memo. in 1816, June 12, one bolt Ravens duck ; this Keating said was also delivered to Fosdick by the servant. Another memo. was 119 gallons whiskey, which Keating said had been delivered by order of Fosdick to Mr Clark. Another memo. was of 40 cases of sheathing copper, 1 case bolt copper, 9 tubs copper spike rods, and respecting these articles Keating said there was no invoice yet ; but witness does not recollect precisely why the invoices were not here, but Keating mentioned that Binney had something to do with this, and witness drew the inference that there was something wrong about it, because the invoices were not here. Witness can't recollect whether he asked Keating if the invoices had ever been received. Witness conversed with Lieutenant Berry at Portsmouth early in the year 1821. Lieutenant Berry and Lieutenant Sloat were together. Witness observed to Berry, who had been put on the survey of the copper, that he was on a very important duty ; that witness had suspicion that the copper was not correct, and he, Berry, had better go up and attend to his duty. Lieutenant Berry said he had left a return with Lieutenant Caldwell signed by himself in blank. Lieutenant Berry seemed to think witness was meddling with what did not concern him, and witness replied that he only advised the said Berry as a friend. Witness soon after returned, and in the Navy-Yard asked Lieutenant Caldwell how the Copper turned out ; this was previous to witness' sailing in the Alligator. Lieutenant Caldwell said he had not surveyed it. Witness asked if they had got through with the survey of it. Lieutenant Caldwell said yes, they had got through with it. Witness asked why they did not survey the copper. Lieutenant Caldwell said Captain Hull did not think it was ne-

cessary. Here the witness stated something further of the conversation between himself and Lieut. Berry, above in part narrated, to wit: that Lieut. Berry had told the witness that Lieut. Caldwell the year before had made a return from the store keeper's books as though the copper had been surveyed. Witness told Lieut. Berry that Lieutenant Caldwell's doing wrong was no excuse for him. Witness mentioned this part of the conversation to Mr. Caldwell, and Caldwell said he was determined not to send it as he had done before, that he would make a note that the copper was not surveyed; that if there was any thing out of the way in this, Captain Hull must take the blame of it. Lieutenant Caldwell confirmed Lieutenant Berry's account of the conversation between them, as above related. These conversations with Lieutenants Berry and Caldwell were the cause of witness' going to Keating and asking the questions he did about the copper. One part of witness' conversation with Lieutenant Caldwell induced witness to think that Captain Hull might wish to screen the survey. Lieutenant Caldwell said that Lieutenant Macomber had told him, Caldwell, a good many things, and he, Caldwell, asked Macomber how he dared to speak so about Captain Hull; that Lieutenant Macomber said he dared to say any thing, he dared to shake a stick over Captain Hull's head. Whether Lieutenant Macomber ever said this witness does not know, nor did he give much credit to this at the time, because Mr. Caldwell is apt to branch out and say things he does not mean, and speak in stronger language than he is aware of.

The time of this conversation with Lieut. Caldwell, was in the same year the Porpoise first sailed. In Sept. 1821, witness was on his way to Norwich, in Vermont, met with Dr. Trevett; Dr. Trevett went with witness to Hanover, and they were together several days at Hanover and Norwich Witness asked Dr. Trevett how Fosdick, who had come on to Boston and settled his affairs, meaning his fraud on the government, had settled them. Dr. Trevett gave witness account of it, which led witness to form unfavourable impressions of Capt. Hull, and these led witness to believe the reports before mentioned. Dr. Trevett stated that Keating was convinced there had been fraud by Fosdick on the government, and not knowing what course to pursue, advised with the Roman Catholic Priest, who told him to go to a high officer, and Keating went to Mr. Binney, the Navy Agent, and made known to Mr. Binney his impressions that Fosdick had been carrying on a course of fraud. Mr. Binney told Keating he might keep a check book, which Keating had done, and by doing so all the fraud had been discovered. After witness had returned to the Navy-Yard, he asked Keating why he did not tell Captain Hull instead of Binney, why he selected Binney; Keating said that Fosdick had a great deal of power in the Yard, and had made some threats; that Fosdick's influence was so great that he should only get himself into difficulty and not get the thing righted. Keating did not tell witness that Captain Hull knew any thing of Fosdick's doings; but the impression derived by

this witness from the conversation of Keating was that there might be some understanding between Mr. Fosdick and Captain Hull, but the impression was not so strong that witness would have dared to express it to any officer or citizen, but only to the government.

As witness was going on board the Alligator, just before she sailed in the year 1821, Lieutenant Percival called to witness, and asked him if he kept a particular journal and minutes of things. Witness told him he kept a journal some times when he went to sea and evaded his question. Lieutenant Percival wished to know if witness did not keep something more particular; witness' reply was evasive: Lieutenant Percival said to witness, now you are going away, you won't be afraid to make a confident of me, and asked witness what his suspicions were about copper, and wanted witness to reveal them to him; witness replied he did not know much, had no time to talk. Lieutenant Percival told witness he knew a good deal about it. There was no reason why witness should not speak to him with confidence, as we were such friends. The boat came for witness, he said no more and went on board the Alligator.

About that time witness was on board the Columbus one Sunday. Lieutenant Williamson was with witness: a story was told that medicines had been improperly charged to the government, witness don't recollect the particulars, but the impression made on witness' mind was, there was a complete chain of things, a complete rottenness every where.

Lieutenant Ward mentioned that Commodore Bainbridge had found fault about the settlement of Fosdick's affair, that his name was mentioned in the report in a way that was not correct, and that he had felt very indignant at the liberty which they who had made the report had taken, that Commodore Bainbridge had told Captain Hull, George Blake, and Mr. Binney that they were all a pack of damn rascals, and that if they did not send and take back the report and revise it, he would see about it, and Lieutenant Ward said he did not know that the report had been brought back and corrected, but he believed it. Witness is not certain as to the time when this was said, but his mind is impressed that it did take place at the time mentioned.

Another reason why witness believes as aforesaid, was that these Commissioners found that Fosdick had defrauded Government of $58,000, that Captain Hull had attached $90,000, and witness heard that the rest of the money was paid back to Fosdick; and as witness could not account for Fosdick's having so much property, he concluded that he must have made some of it out of the copper. Witness says he made some sly enquiries of some persons, the Captain's clerk and others, and the result tended to confirm witness in his impressions. Witness also understood that Fosdick had $70,000 in Boston, $40,000 in New-York, $20,000 in New-Orleans, from general reports. But witness can't say how he got the information or where he got it, but he did get it from some quarter. Being asked if he can recollect any one of the sly enquiries he mentions as

having been put to the clerks, &c. he says he cannot. Witness put these enquiries to Mr. Waldo, Mr. Ethridge, and Mr. Bates, but at different times, and mingled with other subjects, so that they could not understand his object.

It being past four of the clock, the Court adjourned to to-morrow, at 10 of the clock.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 26TH, A. D. 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Doctor *Usher Parsons*, stationed at this Yard, states to the Court that he is on leave of absence and resides at Providence, where he has three patients dangerously sick, to whom his personal attendance is of importance at this time; and as he knows but little on the subject of the present enquiry, he desires to be examined now, in order that he may return immediately to Providence.

The Court having considered this application, admitted Doctor Parsons to be examined now, whereupon he was sworn, and testified.

To the first general Interrogatory. He says he does not know there is a single instance where that has taken place, and has no reason to believe it.

To the second general Interrogatory. He says he neither knows nor believes there is any instance of it.

To the third general Interrogatory. He answers fully in the negative.

To the fourth general Interrogatory. He says he knows nothing on the subject of this Interrogatory, and never heard any thing which gave him reason to believe that Captain Hull had any connection or collusion with Fosdick in the fraud alluded to. Witness had heard reports on this subject, but did not believe them.

To the fifth general Interrogatory. He does not know any instance of such oppression. Witness heard a report that Captain Hull had withheld allowances from Lieutenant Abbot, but witness does not know whether it is entitled to credit. Witness being asked how long he has been attached to the Navy-Yard, witness says more than two years; this has been at the marine barracks, not in the Yard; but he occasionally officiated for Dr. Trevett in his absence, and this is the way he has been here in the Yard a greater part of two years, boarding part of the time in Boston, and part in Charlestown.

Question by Capt. Hull. Have you been stationed at different places in the United States, where you had charge of the medical department? And have you, previous to the circular of 4th May, 1821, been in the habit of supplying the families of officers with medicines, who have had their families located at the Navy-Yard, from your department, and has this been a general practice as far as your knowledge has extended?

Answer. Witness says witness has been on two stations, one at Lake Erie, where he went in September, 1812, and staid there till December, 1814. During part of that time was stationed on shore, and had charge part of the time of the medical department, while on shore in the spring of 1813. Witness was in the habit of prescribing for the families of officers, seamen, and marines, and supplying their families with medicines from the public medicine chest; the same practice was pursued by Dr. Robert Barton, senior surgeon of that station. Witness was stationed at the marine barracks, in the Navy-Yard, Charlestown, in the spring of 1820, and been there since, as above stated, where he had charge of the medical department in the marine barracks, and occasionally of the Yard, where he officiated for Dr. Trevett in his absence; and witness was in the habit of prescribing for officers' and men's families, and supplying them with medicine from the public medicine chest, till he received orders of the 4th May, 1821. Witness does not know what has been the general practice in other Yards.

Lieutenant Abbot called again, testified that he had further reasons to state for his belief that public property in the Navy-Yard at Charlestown had, during Captain Hull's command there, been converted to his, or some other person's private use. Witness says, that on the 24th December, 1821, he came to an anchor at Marblehead, in the Mary Anne Flora, Midshipman Bubier was there. Witness asked him what the news was at Charlestown, and how they came on there? He said the devil was to pay about copper. Witness hastily observed, then my conclusions are right. Witness asked him some questions about it: Mr. Bubier said that Bogman had come into the Yard one night with a cutlass in his hand, said he had been out hunting for copper, and had got a clue to a great deal more than had been taken from the Yard. Mr. Bubier further said there was to be a survey of the copper. When witness first came to the Yard he saw no survey going on of the copper. After witness had been here a few days, witness received the Secretary of Navy's letter calling on him for information. Witness wrote the letter of 11th January, 1822, and carried to Keating a rough copy which he had got in the first place, and read parts of it, or all of it, to Mr. Keating, and asked him if what witness had written there was correct, as far as he knew, and if there was any thing there relating to Keating that was not correct, witness wished him to say so. Keating pointed out some corrections, which witness made. Witness had heard a report about the paying of the mechanicks being taken away from Mr. Deblois, and given to Mr. Fosdick. Witness can't say when he heard this report, he heard it from Mr. Waldo, sailing-master, and from others, previous to witness' writing the letter of the 11th January, above mentioned. Witness called on Mr Deblois, read parts of his said letter to him: can't say whether he called before or after sending the letter. He read to Mr. Deblois parts of his said letter.

Witness says he can't say that he read the whole of said letter.

but is certain that he did read the following parts : " Col. Gibbs, the worthy revolutionary officer, the protege of Washington, was traduced to the department as unfit to perform the duties of his station." It was endeavoured to have him removed, as I believe, with the intention that Mr. Fosdick should take his place, a place where public property to a great amount was kept. This policy was not successful, the Government gratefully retained Col. Gibbs, and directed an assistant to be appointed, with a salary of 600 dollars, and recommended Mr. Waldo, who had lost one leg in the service, but was in talents fully equal to Mr. Fosdick for the situation. By artful representations, Mr. Waldo was induced to decline the offer, very reluctantly on his part, and not without promises of equivalent advantages which were never fulfilled ; got into this situation, Mr. Fosdick took all the management to himself; Col. Gibbs was hardly consulted in his own office. The drudgery of the business fell upon Mr. Keating; or, to use his phrase, he did all the business, and Mr. Fosdick got all the pay. In this station he had it in his power to defraud the Government in relation to the copper, as well as other articles. Not satisfied with all the influence he now had, not contented with holding three or four or five offices, with a large honest income, and vastly larger dishonest one, endeavours were made to obtain for him, as I understand, the Pursership of the Yard. The excellent Mr. Deblois, the honest man, who was beloved and respected by every honest person in the Yard, was attempted to be supplanted in favour of this man. Had this been effected, he would have had every lucrative station, and every place where property was concerned, centered in himself.

Mr. Deblois thereupon stated, that Mr. Fosdick appeared to be anxious to pay the men, and Captain Hull was willing, and that he, Mr. Deblois, was desirous of getting rid of the trouble. Being asked what reason Mr. Deblois gave for resuming the payments, witness says Mr. Deblois did not give any. Mr. Deblois remarked on the passage relating to himself, that this was news to him ; he wanted to get on as easily as he could, he did not want to have any trouble. Mr. Deblois observed upon the letter, that there were many things in it that he had never heard of. Witness asked Mr. Deblois about his allowances and about wood, something on that subject He said that he did not get it. He said he had asked for it, but witness don't recollect whether Mr. Deblois said it was allowed by the Navy Department or was not. He said he did not think it of sufficient consequence to think any thing about it. Witness asked him about Mr. Percival's going out to Europe ; how his accounts were adjusted when he came home, and Deblois said he did not know if he could tell witness without referring to documents to refresh his memory. Witnesss related some things about Mr. Percival's going out to Europe, and his having had difficulty about settling his accounts, or that witness had heard so. Witness asked him if there was any difficulty about his, Lieutenant Percival's, getting his full pay, if he, Deblois, recollected that. Deblois said he

did, but that he did not recollect much about it, though Deblois said that Mr. Percival made considerable bluster about his pay. Witness mentioned Lieutenant Percival was rather in the habit of blustering, that Captain Hull did not at first allow it; there was some writing to the Department about it. Mr. Deblois did not say then that Mr. Percival's pay was allowed; he, Deblois, would look over his documents about it, and asked witness to call again, as witness thinks. Witness did call twice, once in the evening and once in the morning; the first time which was as above related was in the evening, the last time was in the morning. When witness called in the morning, Mr. Deblois said that Mr. Percival had been paid, and that was all he appeared to know about it. Witness says he showed and read the same letter to Sailing Master Waldo. Witness told Waldo that he, the witness, was called on by the Secretary of the Navy to give information. Can't say whether he showed to Waldo the letter of the Secretary of the Navy. Witness asked Waldo in particular about wherein Waldo had introduced his name.

Whether Waldo stated positively that it was or not correct, or what he did say, witness can't recollect; but what he did say was such that witness felt it meaning the letter was correct to go to the Department.

Witness read the same letter to Lieutenant Ward; did not put it into his hands; read all except a few words, viz: And a mistress. Being asked his reason for this exception, he says he had private reasons. Witness does not state these, but says he might have left out, or not read, the whole of that sentence where these words are; can't say whether he did or not. Mr. Ward did not appear to know nor to have any positive knowledge about things, not to any great magnitude. Being asked whether Mr. Ward said it was or not correct, witness cannot say that he did say the letter was correct. witness can only say that from the tenor of the interview, witness inferred that things might be as bad as that or worse. Witness read the same letter to Captain Shaw previous to sending it; the reason witness did not give it into his hands was that there were a good many abbreviations, letters standing for words.

Captain Shaw said he regretted that witness felt it his duty to make such a communication; there were a great many reports in circulation, he could not vouch for the correctness of them; did not know but he should write himself to the Department.

Witness asked Lieutenant Ward if he knew Mr. Gibbs, son of Major Gibbs. Witness wanted to get the black and white of Major Gibbs before mentioned by witness, but did not, witness believes, let Lieut. Ward know what the object was. Lieut. Ward said yes, and told witness he, the witness, was a mysterious fellow; did not seem willing to make a confidant of him. Lieut. Ward gave witness a letter of introduction to the witness for Mr. Gibbs; witness called on Mr. Gibbs; witness won't be positive that he showed or read the letter of the 11th January to Mr Gibbs at the time. It was written before that time the same as it was sent, but he is positive

that he stated the contents of it, and the object of his visit. Witness felt rather delicate throughout this business. Mr. Gibbs brought in to witness a good many papers. This was between the 11th and 19th January, 1822. Mr. Gibbs produced and exhibited to witness at that time several papers ; witness selected from them a number which are here exhibited, and marked by the Judge Advocate J. A. and are annexed. At another time witness asked Mr. Gibbs to let him have another look, and then he saw the paper for the first time marked J. A. 2. and took it into his possession. Mr. Gibbs told witness, that not knowing much about his father's papers, he had given up the most of them to Capt. Hull. His official papers he supposed belonged to the Government. How these came to be kept back he did not know. Witness read his letter of the 11th January to Mr. Barker, Master Builder, but whether all or parts witness cannot say. Mr. Barker did not appear to be dissatisfied with the latter wherein he was mentioned at all. After witness had got those memorandums he read them to Mr. Barker, not the originals, but a correct copy. One part which Mr. Barker made a remark about in the paper marked J. A. 3. was "a large lamp with a frame, fixed to the door of the Double House." Mr. Barker said there was a lamp there now ; witness did not understand from Mr. Barker that the lamp he spoke of had come from the Navy-Yard. Mr. Barker merely expressed the fact that a lamp was there without saying any thing more. Witness can't say whether it was Mr. Barker's belief that the lamp he spoke of was the United States' property. Mr. Barker made a remark on the spruce timber mentioned in the memo. marked J. A. 4. and on white oak timber to support the floor of the house, meaning Captain Hull's house, and on the flat stones over the well, and said they were all there now ; witness understood Mr. Barker to mean that these had been taken from the United States. Witness does not recollect any other expressions of Mr. Barker distinctly enough to state them. Witness says there are a good many other reasons for his belief as aforesaid, some of them are mere reports. Being asked to state these, so far as they are the reasons of his belief, he states that the report is, there is a quantity of putty taken from the Navy-Yard ; witness heard this from Mr. Gardner, of the firm of Russell & Gardner ; the same report has been mentioned to witness by Mr. Keith, of Cornhill, since witness' present return to Boston ; Mr. Keith asked witness to call on Mr. Jackson. witness declined ; Mr. Keith said that he would enquire and would get the facts and put them in writing on Mr. Keith's desk in his store, which is in Cornhill, near the corner of Court street. Witness called there on Saturday last, as witness believes, and received then the paper herewith exhibited, which is marked *Keith*. Witness further states, that Ebenezer Jackson, who was examined at witness' trial, has refreshed his recollection, and knows more than he did before, but whether he does witness can't say. Witness mentioned another report as a reason of his belief, the correctness of which witness don't know

any thing about, and hopes a'nt true, still it influences witness' mind, and is a reason for his present belief as aforesaid ; the report is that Captain Hull has called on Mr. Benjamin Whipple, and tried to persuade him not to come before this Court and testify ; it would be out of the way ; witness heard this report in several ways, Mr. F. W. Waldo, the lawyer, mentioned it, Mr. Daniel Leman mentioned it. This report was mentioned to the witness since this Court commenced. Witness being asked to state any other reasons which influenced his mind, witness has received two anonymous letters which have influenced his mind. He received one the first day that he came to Court ; it was delivered to witness by Mr. Keating. He received the other the next day after from Mr. Ward, who said he took it from the Post-Office. Mr. Keating said he did not know any thing about the contents of the letter which he delivered, or where it came from, he found it on his desk ; witness says there may be other reasons, but he does not recollect them now ; witness then said there is another report which he recollects, which is, that Captain Hull called on Doctor Elliot, and sent Mr. Knox to call on him ; the object was to get him, Doctor Elliot, to give such testimony at the witness' trial as would not affect Capt. Hull. Mr. F. W. Waldo, the lawyer, mentioned this to witness. Witness has also heard that Doctor Elliot have had a correspondence with Mr. Aylwin, the Judge Advocate on witness trial, in which the above particulars were mentioned by Doctor Elliot. Mr. F. W. Waldo mentioned this report to the witness. Witness being asked if he had more reasons, replied he can't say there are any more than the chain of other circumstances ; witness does not recollect any more at this time.

To the second general Interrogatory. Witness says he does not know any instance of such employment, but he believes there are such. Being asked to state the reasons of this belief, he delivered to the Court a paper writing which he says was delivered to him before his trial ; who delivered it to him he does not recollect, nor does he know in whose hand writing it is. The paper is as follows :

Capt. William Calvin was employed by Mr. Peirce, Master Joiner, to drive a team in the Navy-Yard. At the time he was employed in driving this team on public service, he was frequently broken off from the public work, and his team promiscuously taken to any pile of public timber in the Yard, where it was loaded and the timber taken to the houses which Capt. H. was building or repairing at Chelsea Bridge. Henry Blestell, Jr. belonged to the above team, and worked at this time with William Calvin. Calvin resides near the Navy-Yard Gate, Blestell resides near the Marine Barracks.

William G. Fullick, painter, corner of Leverett street and Leverett Place, worked on Captain Hull's houses ; took all his paints from the Navy-Yard, and while employed on Hull's houses, was mustered in the Navy-Yard and paid by the purser.

Jesse Wilson, joiner, lodges at Richards' Tavern, was employed in the Navy-Yard ; worked on Captain Hull's 10 feet buildings, mustered and received his pay from the Navy-Yard.

The Master Joiner, Mr. Peirce, is knowing to all this story.

Being asked if he believed the contents of this paper, he says

he has no reason to disbelieve it otherwise than as there may be doubts if it is correct. Witness went to Calvin and asked him if he drove a team and had ever been in the Navy-Yard, and taken out timber and things that were scattered about indiscriminately in the Yard, and carried to Captain Hull's houses, Mr. Calvin said he had. Witness did not make use of this at his trial, because he was beat out and thought he should be acquitted. Witness being asked if he had any other reasons, he stated that there was a report that Lieutenant Percival had sent Captain Hull a bribe, a sum of money to induce him to allow Mr. Percival his pay, while he, Percival, was absent in Europe ; witness can't say from whom he heard this report. Witness heard it a great while ago, and more recently from Dr. Trevett and Mr. Waldo, sailing-master. Witness can't say that Mr. Waldo told witness that Mr. Percival had said in positive terms, that he, Percival, had bribed Captain Hull, but in words in circumstances that amounted to the same thing. Dr. Trevett never told witness any thing about it till after witness was arrested. Then Dr. Trevett told witness that Percival told him in Washington, he had bribed Captain Hull to allow him, Percival, his whole pay, and Captain Hull was to allow the whole by receiving part of it. Dr. Trevett was examined on witness' trial by witness' direction, and was fully examined on this subject.

Witness being asked to state any further reason for his belief, witness states that he called on Mr. Barker, don't recollect what his questions were ; but Mr. Barker answered witness by shrugging up his shoulders and saying he could see how things went. Witness also believes as aforesaid, because Mr. Barker has expressed a wish that Commodore Bainbridge should come back to the Yard.

Mr. Barker mentioned to witness some things which he wanted to be corrected, one was that the men were paid in foreign money, and that the men lost 20 cents in a week or fortnight ; witness can't say precisely how long or in what time, Mr. Barker had tried to bring about a correction of this, and observed he had applied but could not. Witness thinks Mr. Barker mentioned having applied to Captain Hull. This conversation was about 11th January last. Mr. Barker mentioned about iron, about there being improper management about iron. Witness states that he entered on a memorandum book, that Varney, a blacksmith in the Yard, had imposed and practised on the government, and had enriched himself by frauds, that the iron was mismanaged.

"*Varney Iron Affair.*—Mr Varney eight years ago, was a common forge man, or striker, has had no apparent means of acquiring property except by his situation in the Navy-Yard, which has risen to Master workman, is now reputed to be worth about ten thousand dollars."

Great quantities of old iron from the ship's gun carriages, &c. he has received from time to time, and which, I believe, has not been strictly accounted for by him, by which method I suppose he may have come by a part of his money, having it in his power to

manage it by charging it for new, and no one but himself knowing any thing about it. Mr. V. commenced at the Navy-Yard at about 14 or 15 dollars per month, and has never had more than $ 2 50 per day, and was very poor when he went there. He has had as good an opportunity to manage the iron concern as Mr. F. had the pay-rolls, and from appearances he has improved his opportunity. Mr. Barker, whose duty it is to make out all requisitions for iron and inspect all that is brought to the Yard, has never been consulted or acquainted with the purchasing or inspecting the iron, although he has frequently complained to Captain Hull of the improper purchases of iron, and that the management of the iron was illegal and improper, but Captain Hull never took any measures on these complaints being made, that his duty should have compelled him to do. From appearances there can be but little doubt that there has been fraud in the management of the iron, but from the intricacy of the management it may be very difficult to come to the criminating point; the neglect of the duty of Captain Hull, however, is positive, and from that inferences must follow.

That large quantities of old iron from the ship's gun carriages, broken up to the amount of many tons, have been delivered to the charge of the master *smith*, no account rendered but at the smith's discretion, and not regularly weighed and charged on the Navy Store Keeper's books.

Witness says that he read this to Mr. Barker about the 11th of January last, and Mr. Barker acknowledged it all to be correct.

Witnes being asked if he had any further reasons for his belief, replied that he did not know any thing else strikes his mind at present, except the whole chain of circumstances that operated upon witness' mind from time to time, such as witness produced before the Court at his trial, and other circumstances that witness might yet be called upon to relate, which may be recalled to witness' mind when examined on the other Interrogatories.

To the third general Interrogatory. The witness says he knows of no instance, unless it be neglect of duty in Captain Hull to write to the Department when witness sent to Captain Hull the letter of the Secretary of the Navy.

NAVY DEPARTMENT, January 16th, 1821.

GENTLEMEN: In answer to your letter of the 2d instant, I have to inform you that I have consulted with the Navy Commissioners as to the number of officers absolutely necessary for the duties of the Navy-Yard, and I cannot alter the arrangement recently made. You can remain at Charlestown or Boston, or any other place upon pay and rations, but I cannot consent to increase the expence by allowing you chamber money without a special statement from Captain Hull, that the service required additional officers at the Yard.

I am, very respectfully, your obedient servant,

Signed, SMITH THOMPSON.

Lieutenant JOEL ABBOT,
W. M. CALDWELL, } *Charlestown, Mass.*
Sailing Master JAS. FERGUSON.

Witness specifies as the instance of neglect, that Captain Hull did not make a special statement to the Secretary that the service required additional officers at the Yard. Witness thinks that Captain Hull ought to have stated to the Secretary of the Navy that the service did or did not require additional officers, or have permitted the witness to write to the Department, and, because he did neither, witness thinks Captain Hull neglected his duty.

Witness was residing then at Charlestown, and soon after went to the springs on leave of absence, being sick as before stated. Witness stated that he knew no other instance of neglect, but believes there are instances, one reason of witness' belief is, Lieutenant Storer addressed a letter to the Secretary of the Navy, on the subject of chamber money, and sent it to Captain Hull desiring him to forward it, which Captain Hull did not, but let it lay in his office six weeks. This was mentioned to witness by Lieutenant Storer, who further states that there had been some difficulty about it, and that he, Storer, had been under the necessity of giving Captain Hull the lie in his own office. Witness being asked if he had any other reason for believing there had been instances of neglect, witness says there are none except the circumstances mentioned in his testimony to the preceding Interrogatories, which recurs to witness' mind.

To the fourth general Interrogatory. He says he has no positive knowledge that Captain Hull neglected any measures for the detection of Fosdick's fraud, only inferences he has drawn from reports. Witness says that he does not know that Captain Hull had any improper connection or collusion with Fosdick in this fraud. He says he does believe it, or rather, not disbelieve it only as it may turn out not to be so. It being suggested to the witness that his mind appeared to be in a state of doubt, witness then says he does believe it, until it is proved to the contrary that it was not so. Witness being requested to state his reason for his belief, says that he could not conceive how the men could be paid off in Captain Hull's office, and Captain Hull to approve and sign the pay-rolls unless there was an improper connection or collusion; witness thought there might be. Witness says the reports and circumstances he has already stated in answer to other interrogatories, are the other reasons for his belief above stated. He recollects no other reasons at present.

To the fifth standing Interrogatory. Witness says about the 23d of January, 1821, witness being with Captain Hull below the ship-house, on the wharf, witness presented to Captain Hull the Secretary of the Navy's letter of the 16th January, before mentioned. Captain Hull accused the persons to whom the letter was addressed, of writing to the Department without permission. Witness told Captain Hull that permission had been given by himself to write, and on some mention being made of the time and place he seemed to recollect it. Captain Hull then told witness it was not chamber money that witness wanted, but to skulk, get clear of duty. Wit-

ness replied that he had been with several officers of high standing, and they had never accused witness of that disposition. Witness thought he could convince him by relating to him what had taken place at New-York with the Secretary of the Navy, that that was not witness' disposition. Captain Hull said he did not want to hear any of witness' statements. Witness asked him what he might do about the Secretary's letter, witness said he only wished what the Department were willing to allow him, other officers were absent, so as to regulate their expenses; he was willing to do duty, and witness wished only to have the same advantages as other officers, or an equivalent, and to go and reside where witness pleased. Captain Hull said witness might go to hell if he chose. As Captain Hull was turning away, witness asked him if he, witness, might go where he was amind to, and Captain Hull said no, he should do duty. Witness thought Captain Hull was in a passion; witness does not know what made Captain Hull angry. Witness should not have thought any thing about this if it had not been for a similar talk to witness afterwards. In about sixteen days after, witness had further conversation with Captain Hull about chamber money, Mr. Ferguson told witness that he had had conversation with Capt. Hull about it, that Captain Hull did not treat him very well about it. At this second interview between witness and Captain Hull, which was in Captain Hull's office, witness presented the letter of the Secretary of the Navy again to Captain Hull and asked how witness might construe the letter. Captain Hull had considerable talk about it, said that he was trying all he could do to prevent the reduction of the Navy by saving expence. Witness t ld Captain Hull that he had no objection to go on to any salary or allowance that the government might think necessary, but did not think it just to go upon any one grade for selection of retrenching expences.

Captain Hull said that *Captains* had no chamber money, witness said that he did not see that this should be expected as they had houses and servants found them, and wood and candles. Being asked whether Captains in the service other than those attached to the Navy-Yard had these allowances, witness says he does not know. He referred in his observation only to Captain Hull, and Captains in the Navy-Yards. Witness said that if it was his, Captain Hull's, pleasure to say his services were necessary at the Navy-Yard, the Secretary would, witness did not doubt, allow him chamber money. Captain Hull said he be damned if he would. Captain Hull said witness should do duty; witness left the office. At another time within a few days after, witness called into Captain Hull's office, and he showed witness some letters from the Secretary of the Navy respecting allowance of chamber money, and observed upon these letters that the Secretary did not allow chamber money. Witness observed that these letters were prior in date to that of the 16th January, to witness, Mr Caldwell, and Mr. Ferguson. Captain Hull said the chamber money was not allowed, and witness should not have it. Witness then asked per-

mission to write to the Department, and Captain Hull refused it, saying witness had written enough.

Prior to the last conversation, witness and Mr. Caldwell, and Mr. Ferguson, addressed a letter to Captain Hull, dated February 12, 1821, requesting of Captain Hull to say what construction they were to put upon the letter of the 16th January before mentioned. The object of this was to get Captain Hull's answer in writing. Instead of sending an answer in writing, witness was called up into the office, and the conversation took place as above mentioned — Witness produced his letter to the Hon. John Holmes, Senator in Congress, dated 22d February, 1821, a copy of which witness engages to furnish, which Mr. Holmes acknowledged he had received and had enclosed to the Secretary of the Navy, and that witness would hear of it from the Secretary, but witness never did. The witness furnished a copy of his letter to Mr. Holmes, which is annexed. [See Appendix.]

The Court adjourned to to-morrow, ten of the clock.

U. S. NAVY-YARD, CHARLESTOWN, WEDNESDAY, AUGUST 21, 1822.

The Court met according to adjournment; present, all the Members, the Judge Advocate, and Captain Hull.

Lieutenant Abbot was called in, and his examination continued upon the fifth General Interrogatory.

Witness being asked whether he knows any other instance of oppression, says he applied to Captain Hull for permission to visit his family that were sick; this was very soon after the 6th of February, 1821, can't say precisely what day; witness first made application to Captain Shubrick; witness thinks this was on the evening of the 6th of February. Capt. Shubrick refused witness permission; witness stated to Captain Shubrick that he had walked twenty miles that day, he was so anxious to get home; witness being asked from what place he walked, says he walked from Providence, not all the way, but enough to make up twenty miles. Captain Hull was absent at the time of the application to Captain Shubrick; when he returned witness applied to Captain Hull, stated to him witness' family was sick; Captain Hull referred witness to Captain Shubrick. Witness then went to Captain Shubrick a second time, Captain Shubrick said that witness could not go; did not give witness any reasons why he should not go as witness recollects. Witness went to Captain Hull again, but whether the same day or next can't say precisely. Saw Captain Hull in his office, witness made the request again to go; witness stated to Captain Hull his reasons as nearly as delicacy of circumstances would permit him to do, as witness thought. Captain Hull refused witness leave; Captain Hull mentioned something of witness having been absent; can't state all that Captain Hull said. Witness recollects one thing that he said, which was, that when an officer's reputation was at stake he

would do any thing for him. This was said in connection with something of witness' having gone abroad, but witness did not understand the Commodore himself; witness presumes he, Captain Hull, had some reference to witness' having been abroad. When Captain Hull came out of the office, witness spoke to him again; witness told him in plain words the situation of his wife, that he expected every hour she would be confined. He told witness that the situation of officers' wives was not to interfere with the service. No body was present when Captain Hull said this. He was then standing on the outside of the lower outer door. Witness did not say any more to Captain Hull that day as witness recollects. Witness received some letters from his wife; witness inferred from the manner in which she expressed herself, and his knowledge of her situation, that the state of her health was such that any little matter would be dangerous to her; witness got one of the stage drivers, named Pike, to call at his wife's father's in Newburyport, and let them know witness was well and should be there in a few days. This message was given to Pike between the 6th and 15th of February, and witness' wife was confined the 24th February. After Pike returned and witness had seen him, Pike said he had been to the house of witness' wife, had not seen her; witness can't say what Pike said, witness don't recollect. Pike might have said more to witness than what witness has related. Witness received a letter about this time from his wife, in which she expressed great anxiety, she thought witness was in some difficulty; witness can't say whether this came by Pike or through the Post-Office. Witness told Captain Hull that an officer would take his duty; the Commodore would not give witness any answer; witness waited as long as witness thought proper and respectful to wait, and then went out and saw Captain Shubrick, and told him that Mr. Hickson was willing to take witness' duty. Captain Shubrick said that Mr. Hickson was attached to the Independence, and they could not have any thing to do with the Independence officers. There was nothing further took place at that time. Witness did afterwards speak to Captain Hull in his office again, and Captain Shubrick spoke in favour of witness' going, and Captain Hull consented; this was before the 15th February, because witness got right into the stage as soon as he had leave, and went to Newburyport, and went as he thinks on this day. Before the leave to go was finally given, witness was sent up to Mr. Downes to see if his foot was well enough to do duty; witness thought it was not. Witness thinks he must, of course, told Capt. Hull that Mr Downes was not well enough to come down, because witness was sent up to speak to Mr. Downes. Captain Hull gave witness permission to go to Newburyport for a week. Witness went to Newburyport as above stated; witness found his wife very unwell. Being asked if he represented this from Newburyport, and applied to Captain Hull for an extension of his leave of absence, witness says he did not represent the situation of his wife to Captain Hull from Newburyport, nor to Captain Shubrick;

can't say that he requested any body to represent to Captain Hull the situation of his wife, and ask an extension of his leave of absence, before he returned back from Newburyport, which was the 21st or 22d, witness thinks it was the 21st; he has got it down so in his book as having returned on that day. Witness might not have reported himself until the 22d. Witness states that he came back at the end of his leave because he did not wish to violate any of the regulations. After witness did come back, witness entreated Captain Shubrick several times to let him return, and he was kind enough to do so, and the witness returned on the 28th to Newburyport. Captain Hull was not absent, but witness did not say any thing to him; witness further says that at the time he returned he felt extremely anxious and desirous of being at Newburyport. Being asked why he did not write to Captain Hull for an extension of his leave when he was at Newburyport, witness says he thought Captain Hull would not give it; this he thinks was his reason, it lay so in his mind, but it is almost impossible for him to state every particular in every transaction so long ago. After the 28th February, 1821, witness does not recollect that he did any further duty, for when he returned to the Navy-Yard he got a certificate from Dr. Trevett, on which he was excused on the score of ill health. Witness being asked if he knows of any other instance of oppression than those he has mentioned of himself, says none that occurs to his mind at present.

Being asked if he believes there has been any other instance of oppression, witness says he does believe there are. Witness believes that Mr. Walton, then a boatswain of the Yard, was obliged to divide his wood with some one of the other warrant officers. Witness had this from report, which report he believes, but can't say from whom he first heard this or when he heard it. Witness says there was another report, he did hear that Mr. Bogman, gunner of the Yard, was obliged to refund his servant's pay, and now believes that this is an act of oppression. Witness can't say from whom or when witness heard this report: witness heard it before he wrote to the Navy Department.

Witness further states, that he saw by report of the Secretary of the Navy to Congress, that the gunner of this Yard was allowed a servant, and witness concluded it went from this Yard, and it was correct that the gunner should be allowed his servant. Witness first saw this report at the time of the trial. Witness being asked if he has any other reasons for his belief that Captain Hull has been guilty of any other act of oppression, he says he don't now recollect any others.

Witness was desirous to state another instance of neglect of duty by Captain Hull, viz. that he approved bills of Mr. Samuel Clark, which were enormously overcharged, without examination. Witness says these bills were enormously overcharged, because it was so proved at the witness' trial, and was admitted by the government at the trial of the witness.

Here the witness referred to the testimony of Burdett and the admission aforesaid in the official publication of the said trial. Witness being asked if he had any further reasons to add for his belief under any of the general Interrogatories.

Answer. That none occurs to him now.

Q. Do you now believe all the reports which you have mentioned as the ground of your belief? witness answers yes, take them together he does.

Question by Captain Hull. What is your age, and where was your place of residence previous to your receiving your first appointment in the Navy?

A Witness is twenty-nine years of age. Witness resided at Westford, State of Massachusetts.

Question by Capt. Hull. Do you keep a regular journal or memorandum book of daily occurrences? If yea, for how long a period of time have you kept such a journal?

A. Witness has at all times kept such a journal; witness kept it when he was quite young, can't say positively what his age was when he first thought of keeping a journal: it was some years before he came into the Navy though. Witness has kept no such journal now for some time. Witness has kept memorandums that he thought might be serviceable to him, little books not so particular, witness has not kept as he wishes he had. Witness has kept a regular journal since he has been in the Navy, this was when under the command of Captain Morris and Commodore Rodgers, Captain M'Donough; these were sea journals that witness always kept when witness was at sea. Captain Morris recommended to witness to keep a private journal of what witness did not wish to appear in sea journal; the reason of this was, that witness used to make secret characters in his sea journal, and after this witness desisted. With respect to keeping a journal when not at sea, witness says sometimes he has and sometimes he has not. Witness cannot say he has kept a regular journal while on this station, but has occasionally kept memorandums.

Question by same. Did you keep a memorandum in a book or otherwise, of such things as you thought of importance while on shore and particularly while stationed at Charlestown?

A. As witness said before, witness had kept some minutes, memorandums; but not of every thing which witness thought of importance

Question by same. Where are your journals, memorandum books, letter books, and papers at this time?

A. Witness says some of witness' books are at Newburyport, some at Boston, and some here. Witness has some of his journals at Boston, several at Newburyport. Witness has a trunk in Charlestown, he does not know that there may not be some journals in that, witness cannot say; witness has some memorandum books at each place too, what witness might call a memorandum book, perhaps others would not. Witness does not think he has got any

letter book in Boston, witness' things are scattered about so now, witness would not swear that he has not one in Boston ; but he don't recollect of having one there now : witness produces one letter book, and has one at Newburyport : witness does not know how many he has. Witness' papers are principally here. Witness has papers at Newburyport which might concern the subject of this enquiry, but principally they are at Boston and here.

Question by Capt. Hull. Have you not the whole with you which you deem of any consequence to aid you in the testimony you have given, or which you have at any time made use of in any former occasion that relate to the affairs of the Navy-Yard at Charlestown ?

A. Witness says that he has just said he has some at Newburyport which might be of importance on the present occasion, but witness cannot say how much.

Question by same. Were the memoranda you kept in relation to occurrences at the Navy-Yard in Charlestown, kept in characters or partly in characters, and partly in common English writing? And when were you last in Newburyport ?

A. Witness may have made remarks in each, witness could not say positively unless he looked over every thing, all the papers he has. Witness came directly through Newburyport when he came to this Court, stopped there one night, Wednesday night, the 14th inst. and arrived in Boston Thursday afternoon.

Question by same. State the time when you first began to do duty after you were regularly attached to the Navy-Yard in Charlestown ?

A. Witness says he thinks he said before, it was about the 22d January, 1820, witness thinks it was about that time.

Question by Capt. Hull. State the nature of your duty after you were thus attached to the Navy-Yard, and particularly the manner in which your time was employed ?

A. When witness' tour of duty came, his duty was to stop at the Yard or watch from 8 of the clock in the morning to 8 of the clock the next morning, or when the season of the year came for 9 of the clock, from 9 one morning to 9 the next. As to the manner in which witness' time was employed, it was to look out that no body came into the Yard or went out of it improperly, to notice any irregularity and correct or report it. Witness supposes the principal object was to keep a look out at night. Witness considered he was not to interfere with the Navy-Yard officers, that is, those who did constant day duty and had no duty in the night. Witness' turn of duty was not regular at all times, it depended on different arrangements made at different times : upon an average while witness was on the station it came one twenty-four hours in four days, sometimes not so often, and sometimes oftener. Witness never dared to leave the Navy-Yard unless it might be to go a rod or two out of the gate, never to lose sight of the Yard, never going 50 rods from the Yard without getting some one to relieve him,

does not know that he ever went so far as that. Witness is here speaking of the days when he was on watch.

Question by Captain Hull. How long did you continue to study French with Doctor Trevett? And do you understand Latin?

A. While we were together at Mrs. Peirce's; can't say he does understand Latin, witness has lost it, he did study it when fitting for College.

Question by Captain Hull. After joining the Navy-Yard at Charlestown, with which of the officers did you become intimate? State with accuracy.

A Witness was intimate with Doctor Trevett, Sailing Master Waldo, felt intimate with Sailing Master Knox, Sailing Master Ferguson, and Lieutenant Percival; witness might say almost every officer in the Yard.

Question by Captain Hull. Did you make a confidant of any of them in respect to the subject matter of this enquiry? And if so, of whom.

A. Witness may have spoke to officers of circumstances, and witness may have told them not to say any thing about it; witness may have done that Being asked if he ever had done it, witness says he never did it in such a manner as not to prevent them from telling of it if they came before a Court. Witness says he has made a confidant of some of them, as much of one as of another, according to the time or opportunity witness has had of being with them; witness then mentions in particular Sailing Master Waldo, Mr. Percival, and Doctor Trevet, as those whom he has been most with. He also mentions Lieutenant Ward as one of his confidants in common with the rest.

Question by same. When did you first begin to confide in Lieutenant Percival, Doctor Trevett, Sailing Master Waldo, and Lieutenant Ward, respecting the alleged misconduct of Captain Hull.

A. Witness says he read to Mr. Waldo the letter witness sent to the Secretary of the Navy, about the 11th January; witness don't know that he told Mr. Waldo that he did not wish him to mention what he had written, there were circumstances about which he may have done so; witness considered himself under orders from the Navy Department in writing that letter; witness don't recollect the time witness first began to confide to Mr. Percival, or Doctor Trevett, or Lieutenant Ward.

Question by same. Did you confide to any other persons than those you have mentioned, any thing relative to the subject of this enquiry, and if so, to whom, and at what time?

A. Witness says he read his letter to Mr. Barker, Mr. Deblois, and Captain Shaw; witness says he did not speak of the subject generally to any other persons than those above mentioned, and witness has had no other conversations with them on the subject than as before related in the former part of his testimony; witness may have told them to keep it secret, he does not recollect and can't say he did; witness says he may have told these persons in

respect to some circumstances they need not mention them. Being asked what circumstances he alludes to, witness says he don't recollect particularly; witness thinks they may have been mentioned at the time he read the letter as above mentioned, or at other times. witness can't say.

The witness having stated in his conversation that he did not know but he might have confided something relative to the alleged misconduct of Captain Hull to Captain Morris, now a member of this Court, was desired to state particularly the circumstance to which he referred. and the time and circumstances under which he made it; whereupon the witness stated that the circumstance referred to was, that there were bills approved by Captain Hull and paid by Mr. Binney, which witness wished Captain Morris to assist him in getting from the Navy Department. Witness wrote his letter of the 29th March, 1822, of which copy is annexed, and desired Captain Morris to forward it. These bills were wanted in the investigation of Mr. Binney's conduct at that time, and witness wanted them for his own trial also. Witness says he has nothing more to state on this subject. Witness desires it may be stated that his object in mentioning the name of Captain Morris was to show that his communications with others were pure.

Question by Captain Hull. After joining the Navy-Yard in January, 1820, when did you first obtain leave of absence, and for what reason, and for what length of time, did you thus obtain it?

A. Witness cannot say when he first had leave of absence without referring to something to guide him; witness took out a little book, looked at it, said this book is a year after joining the station, and has no book here which can tell him. Witness then says he reported himself in December, 1819, and was on leave of absence till January, 1820, about the 22d day; witness thinks he had leave of absence in the spring after, it might have been summer, witness don't know, the reason was to visit witness' friends, and witness can't say for what length of time, he has nothing to guide his memory here about it, nor to show the time particularly he was gone. Some time in that year witness was on sick ticket for a little while; witness thinks it was that year.

Question by Captain Hull. Under such leave of absence, to what places did you go? And how long were you absent?

A. Witness went to Newburyport, can't say any other place; witness can't say how long he was absent, could tell if he had his memorandom book to guide him by, but don't know where the memorandom book is; witness may have one in Bonton to show when he was absent, particularly at that time.

The Court adjourned to to-morrow, ten of the clock.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 22, A. D. 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Captain Hull moved for a commission to take the answers of Robert Livingston Thorn, a surgeon in the United States' Navy, residing in Portsmouth, New-Hampshire, on the interrogatories submitted, and thereupon the Court ordered that a commission go to the district judge of the United States, residing in said Portsmouth, or to any other qualified magistrate. The commission was made up and sent to Doctor Thorn.

On suggestion that Lieutenant Abbot is sick and unable to attend Court, that the Surgeons of the Yard had gone to his lodgings to attend him, and that they would shortly return and report to the Court the actual situation of Lieutenant Abbot's health, the Court awaited this report.

11 of the clock the following report was recived in writing:

Nary-Yard, Charlestown, Mass. August 22d, 1822.

SIR: In pursuance of an order I visited Lieutenant Abbot this morning, and have the honour to inform you that I found him entirely unable to appear before the Court in consequence of an attack on his brain producing mental alienation.

Very respectfully, I have the honour to be, your obedient servant,

JOHN A. KERNEY, *Surgeon of the Yard.*

Com. JOHN RODGERS, President of the Court of Enquiry.

Lieutenant *Henry Ward*, of the United States' Navy, attached to the Independence, now on this station, was sworn and testified that he was ordered to the Yard some time in the summer of 1818, and left it the last of December, 1819, has not been attached to the Yard since, but to the Columbus and Independence; was absent during the whole cruise of the Columbus; remained by the Columbus till the fall of 1821, then was attached to the Independence lying at the Navy-Yard wharf.

To the first general Interrogatory. He says he knows of no instance of property being so converted, but believes that lumber and other things have been taken out of the Navy-Yard for Captain Hull's use, not for any other person's. The witness says he grounds this belief on the testimony of witnesses on the trial of Lieutenant Abbot; being asked to name these, he mentions Jonas Stetson, Daniel Leman, and Ebenezer Jackson. Witness says if this trial had not taken place he should probably never have known of the circumstances mentioned by these witnesses, he does not know whether he should or not. Witness says he should not now believe that any property had been so taken by Captain Hull if it had not been for the evidence produced on the trial of Lieutenant Abbot.

To the second general Interrogatory. He says he don't know of any thing of the kind; witness has seen cattle and men of the Yard outside of the Yard, but did not know what they were about, whether it was public business or not. Witness further says he knows of no reason that will justify a belief of such employment of men or beasts by Captain Hull; witness says he has heard reports which made impressions on his mind, but they were not reasons in his

mind for believing that Captain Hull had so employed the men and beasts, witness has no reasons for believing it; witness says that general reports had made an impression on his mind, but witness had no reasons to offer to the Court for believing it.

To the third general Interrogatory. Witness says he knows of none; witness says he believes there are instances of neglect of duty by Captain Hull in Fosdick's business; witness' belief is founded on the idea that a clerk of Captain Hull could not have defrauded the Government out of so much money if he, Captain Hull, had overhauled him properly and attended to the duty: witness speaks of Fosdick as clerk of the Yard. Witness being asked if he had any other reasons for his belief of this particular instance, says he has not. Witness being asked if he believes there is any other instance of neglect by Captain Hull, says none occurs to him now; witness does not believe that Captain Hull has been guilty of neglect in any other instance except in the instance alluded to in his answer to the first Interrogatory.

To the fourth general Interrogatory. Witness says he knows nothing, does not believe that Captain Hull neglected any proper measures for the detection of Fosdick's fraud, and the recovery of satisfaction for the United States; witness has been under the impression that Captain Hull has had improper connection and collusion with Fosdick, but witness does not believe it now; witness was under a strong impression, but witness having heard that Fosdick had paid Captain Hull's expenses on to New-York and other expenses of prosecution, witness no longer believes Captain Hull had any connection with Fosdick, as witness don't suppose Fosdick would have paid these if he had; witness understood it was a large sum, two or three thousand dollars. Witness' reason for believing there was an improper connection between Captain Hull and Mr. Fosdick in this fraud was the great intimacy between them; being questioned as to the appearances of intimacy, witness states that they, Captain Hull and Mr. Fosdick, were often together in the Yard, and Fosdick told witness that he and Captain Hull were concerned together in property. They owned a shop outside of the Yard occupied by Mr. Child, witness don't recollect any other instance of joint concern; witness had an idea from conversation with Fosdick that there were other instances, don't recollect now, that Fosdick ever mentioned any other instance but the one above mentioned.

To the fifth general Interrogatory. Witness says he knows not nor believes there was any circumstance of oppression; as to the rest of this interrogatory, witness says he was under an impression that Captain Hull withheld candles allowed the officers, having seen Commodore Rodgers' orders to Captain Hull in which all officers attached to the Yard were entitled to candles, and from this witness thinking himself entitled, took the impression that Captain Hull withheld the candles improperly; but whether they were improperly withheld or not witness does not now know.

Witness says he was attached to the Yard and considered himself a Lieutenant in the Yard. The orders above mentioned of the 15th May, 1818, in the following words, was exhibited to the witness :

[Circular.] *Navy Commissioners' Office, 15th May,* 1818.

SIR : The same allowance of candles is to be made to the officers *permanently* attached to the Navy-Yard under your command, as is usual in active service at sea. Respectfully,

JOHN RODGERS, *President of the Navy Board.*

Captain ISAAC HULL, Navy-Yard, Boston.

He says he thinks they are the same orders, and his impression is now changed, and he perceives he was not entitled to the allowance ; as to other instances witness says he believes there are some, the reasons for his belief are because Dr. Trevett told witness that Captain Hull had withheld allowances from Bogman, the gunner, and Walton, the boatswain, witness says he believes this; now being asked what the allowances were, he says he won't be positive, he thinks wood and a servant. Witness being asked if he believes any other instance, says he thinks of none.

Question by Captain Hull. Before you were attached to the Yard the second time, did you not request of Captain Hull to apply in your behalf that you might be thus attached as a favour and convenience to yourself, and what was his answer to you ?

A. Witness recollects the request, but not particularly the answer. Captain Hull appeared pleased to have the witness, and said he wanted to have some officers to keep watch ; he further says Captain Hull complied with witness' request by writing to the Secretary for him.

Question by Captain Hull. What was Capt. Hull's treatment of you while you were attached to the Yard ? *A.* very good sir, always.

Question by Captain Hull. Had not Captain Hull a conversation with you relative to your remaining on board the Columbus ? If so, please to relate the conversation.

A. Witness says he does not recollect of any ; being reminded of some particulars, he says he does recollect there was a conversation, but not particularly, the substance of it was, that Captain Hull expressed himself and appeared to be disposed to make witness as comfortable in his situation as he could ; witness further says he was made comfortable on board the Columbus.

Question by Captain Hull. While Captain Hull was at Washington, did not you ask permission of Captain Shubrick to apply for a transfer from the Columbus, did you not state it to him to be your intention to apply for the Pensacola station, and did he not give you leave expressly for that purpose.

A. He did so ask permission of Captain Shubrick ; witness did not then state to Captain Shubrick that this was his intention, but he did afterwards Witness says he had conversation with Captain Shubrick at two different times ; the first time witness asked Captain Shubrick if he had any objection to witness' applying for or-

ders, his answer was none or no ; witness then sent a note to Commodore Shaw requesting his permission to apply for orders to the ship Independence, Captain Shaw assented ; witness then sent his request by next mail to the Secretary of the Navy, stating that he had Captain Shaw's permission. Two or three days after that witness met Captain Shubrick in the front of the office in the Navy-Yard ; Captain Shubrick asked witness which way he was going, or what witness had applied for ; witness told him that he had applied for the Independence, expecting that if Commodore Shaw got the Pensacola station to go there with him. Captain Shubrick then asked witness if the Commodore had received any thing from Washington which led him to expect he should get that station. Witness mentions this to show that Captain Shubrick is mistaken in his recollection.

Question by same. Why did you not send your letter of application according to the regulations of the service through your commanding officer.

A. Witness thought the permission of Captain Shubrick as above stated was sufficient compliance with the regulations.

Question by same. What was the purport of your application to the Department, and can you produce a copy of your letter ?

A. Witness has not a copy, the purport of it was, witness has Captain Shaw's permission to apply for orders to the ship Independence, and will thank you for orders to her.

Question by Captain Hull. Did you keep a watch while attached to the Columbus, and after you were removed did you keep one on board the Independence, and what were your reasons for wishing to leave the Columbus ?

A. There was a watch kept on board the Columbus and on board the Independence, but witness did not keep watch himself, being the only Lieutenant in the Columbus ; there was no Lieutenant's watch. Witness says his reason for wishing to leave the Columbus was, that he was living in the Columbus with his family, and the Independence was more comfortable.

Question by Captain Hull. After you were removed to the Independence, was not the cabin fitted up for your family ? And by whose order ?

A. It was not fitted up for witness' family, witness used his own furniture, no alterations were made for witness' accommodations.

Question by Captain Hull. Did you ever know of any act of Mr. Fosdick's previous to his leaving the Yard that led you to believe him to be dishonest ? If so, please to state what led you thus to believe.

A. No sir, on the contrary I had a very high opinion of him.

Question by Captain Hull. Were you not for many years very intimate with Mr Fosdick, and did you not for some time board in the same house with him ? If so, for how long a time did you thus live with him.

A. Witness was intimate with Fosdick in 1813 and 1814 ; as soon

as he came to the Yard, witness boarded in the same house with him, how long witness does not recollect, it was some months.

Question by same. Was not your family and the family of Mr. Fosdick very intimate for several years? And was Fosdick extravagant in his manner of living?

A. The families have been very intimate, but Fosdick was not extravagant in his house while witness was with him.

Question by same. All the time Mr. Fosdick was attached to the Yard, did you not consider him strictly honest, and would you not have trusted him with any sum of money of your own, and did you during that time ever hear his honesty in any way questioned?

A. Witness did consider Fosdick strictly honest, would have trusted him, and never heard his honesty questioned.

Question by same Was not Mr. Fosdick very ready and capable in business, and very gentleman-like and pleasant in his deportment, and were not the officers generally attached to him? *A.* Yes.

Question by same. Did you ever tell Lieutenant Abbot that you heard Commodore Bainbridge say that he had told Mr. Blake, and Captain Hull, and Colonel Binney, that they were damned rascals? And if so, when was it?

A. Witness says never sir, never; I never told Mr. Abbot so. Witness being referred to the particulars, when it was stated by Lieutenant Abbot that this had been said, says he never told Lieutenant Abbot so; witness further says he never heard Commodore Bainbridge say so.

Question by same. Did you believe at the time that Mr. Fosdick left the Yard that he was possessed of great wealth, and do you know why and for what reason he left the Yard?

A. Witness was absent in the Columbus, knows nothing on the subject of this question.

Question by same. Have you at any time been intimate with Lieutenant Abbot, if so, at what time did such intimacy commence?

A. Witness has known him a long time, but has never been intimate with him, very little acquainted with him until a year past, when he lived in the same house with Lieutenant Abbot about two months.

Question by same. Did you at any, and at what time, call on Doctor Elliot, either alone or with Lieutenant Abbot, or with any one else, and if so, what was the object of your calling on him?

A Witness called with Lieutenant Abbot, but no other person; the object was to ascertain the truth of a report respecting some medicines that were sent out of town for the use of some of the ladies of Captain Hull's family; the time of this call witness does not recollect, thinks it was in the winter.

Question by Captain Hull. Did you not tell Doctor Elliot you were going to be sued for defamation about that bill, and that you wanted to get all the particulars concerning it?

A. Witness don't recollect what conversation he had with Doctor Elliot on the subject.

Question by same. Did you give to Lieutenant Abbot a letter of introduction to Mr. Gibbs, and if so, for what purpose did you give it, and did Lieutenant Abbot state to you the reason of his asking for it?

A. Witness don't recollect that he gave such a letter, but witness recollects that he introduced Lieutenant Abbot to Mr. A. H. Gibbs, son of Major Gibbs. Lieutenant Abbot did not state any reason for wishing to be introduced to Mr. Gibbs, does not recollect that Lieut. Abbot asked witness to introduce him to Mr. Gibbs.

Question by same. Did you ever see Daniel Leman at Lieutenant Abbot's lodgings in company with Abbot and Trevett.

A. Never sir.

Question by same. Did Lieutenant Abbot show or read to you the whole or any part of the letter sent by him to the Secretary of the Navy, under date of January 11th, 1822, and if so, when was it?

A Lieutenant Abbot read parts of said letter to witness, not all of it, but most the whole of it; there was one passage he kept from witness, what it was witness does not know. When this was, witness can't say, thinks it was after he had sent it, because Lieutenant Abbot said he had sent it to the Secretary of the Navy.

Question by same. Did you express your belief at the time to Lieutenant Abbot, that those parts of the letter he read to you were true, or that any of them were?

A. No, witness does not recollect the conversation that took place at the time; Lieutenant Abbot appeared to be perfectly confident he could prove the whole of it.

Question by same. Have you or not had frequent conversations with Lieutenant Abbot on the affairs of the Yard, if so, when did you first commence having them?

A. He has, and witness commenced with reading the letter as above stated. Witness might have conversed with Lieutenant Abbot previously to that, but don't recollect any instance.

Question by same. At what time and in what place did Doctor Trevett inform you that Captain Hull had improperly withheld allowances to some of the officers of the Yard.

A. Witness don't recollect the time or place, nor distinctly whether it was before or after the letter of the 11th of January was shown to witness.

Question by same. Were you, and at what time, intimate with Doctor Trevett and Sailing Master Waldo, and did you hold confidential conversation with them respectively in regard to the affairs of the Yard?

A. Witness has been intimate with both of them for a long time, has never had any such confidential conversations with either of them.

Gerard Dyers, a Surgeon in the United States Navy, attached to the Columbus in ordinary, was sworn, and testified that he has never been attached to the Yard.

To the first general Interrogatory. He says he knows of no instance, and does not believe there is any.

To the second general Interrogatory. He says he knows of no instance of such employment, nor does he believe there is any.

To the third general Interrogatory. He answers fully in the negative

To the fourth general Interrogatory. He answers fully in the negative. He has heard reports, but never believed them; he does not believe such reports until they are known.

To the fifth general Interrogatory. He answers in the negative.

Question by Captain Hull. Have you been stationed at different places in the United States where you had charge of the medical department, and have you, previous to the circular of May 4th, 1821, been in the habit of supplying with medicines the families of officers who have had their families stationed at the Navy-Yard, from your department, and has this been a general practice as far as your knowledge extends?

A. Witness says he has always been attached to some ship, that sometimes when in port he has been called to the children of officers and has prescribed for them, and supplied them with some trifling articles, such as an emetic, from the public medicine chest; but this was before the order. As to the general practice, witness found others did so, and for which reason he did so himself. Witness has supplied only trifling articles, never medical stores, and this he understood all the Surgeons did, and thought he had a right to do so.

Charles Ware, Master Sail Maker of the Yard, was sworn, and testified, that he came to the Yard in May, 1816, when he returned in the Independence from the Mediterranean. Witness came from the Lakes, joined the Independence and sailed from Boston.

To the first general Interrogatory. Witness answers fully in the negative.

To the second general Interrogatory. He answers in the negative.

To the third general Interrogatory Witness answers fully in the negative, and says as far as his knowledge extends, in his department and all others, Captain Hull has always been specially attentive to his duty in all the particulars contained in the interrogatory.

To the fourth general Interrogatory. Witness says he knew nothing of the fraud till Captain Hull had started for New-York after Fosdick, and has no reason to believe there was any such connection or collusion.

To the fifth general Interrogatory. He answers fully in the negative.

Question by Captain Hull. Had you, at the time Mr. Fosdick was attached to the Yard, any reason to believe that he was guilty of dishonesty; was he or not a general favourite with the officers of the Yard? And did he at any, and for how long a time, live with you.

A. Fosdick boarded with witness about nine months; witness never doubted his integrity; Mr. Fosdick was a favourite with every body, officers and mechanicks.

Question by Captain Hull. Was Mr. Fosdick very attentive to his duties in the Yard, so far as you could judge.

A. He was very attentive indeed.

Question by Court. Have you ever known Captain Hull to approve bills for articles purchased for your department, when the articles have been charged at an unreasonable price ? If yea, in what instance ?

A. No sir ; he has some times objected to bills because overcharged ; he has in such cases sent for witness, and asked witness if the prices charged were not high, witness thought they were, and Captain Hull directed witness to make enquiry, which he did, found the prices were over-charged, and Captain Hull refused to approve the bills.

Henry Tolman, Master Painter of the Yard, was sworn, and testified, that he has been in that capacity, and been occasionally employed about nine years, and been here constantly since May, 1821.

To the first general Interrogatory. He says he neither knows nor believes any public property has been so converted, witness has heard reports of this, but does not believe them.

To the second general Interrogatory. Witness says he knows of no instance of such employment of any men, artists, labourers, or others, by Captain Hull or others, for his or their private use or benefit, nor does he believe there is any. As to the beasts or cattle mentioned in this interrogatory, he remembers that in 1818 the ox team was employed in hauling the gravel from the cellar of Captain Hull's house into the Yard, to make the road in front of the store, and while the men were loading the carts, the oxen were used to haul some stone, about 5 to 7, by a chain hitched round them, from a wharf to the cellar. Witness knows of no other instance, and has no reason to believe there are any. Witness has heard reports but did not believe them ; these reports were about some timber that was borrowed, but as to the truth of it witness does not know, it was not in his line of duty.

To the third standing Interrogatory. He answers fully in the negative, and says that on the contrary, Captain Hull has always been very attentive in all particulars, being very constantly in the Yard and especially attentive when vessels have been fitting out.

To the fourth general Interrogatory. Witness answers fully in the negative.

To the fifth general Interrogatory. Witness answers fully in the negative, has heard reports about chamber money, but has no reason to believe that this or any other allowance was improperly withheld.

Question by Captain Hull. Has there been any difference in the manner of your employment in the Yard since Captain Hull has had the command, from what it was previous to that time ?

A. When witness was first employed he has occasionally been employed by the week or month, and used to attend to business in Boston at the same time, with the knowledge of Commodore Bainbridge at the time, and continued till May, 1821. He is now constantly and exclusively employed in the Yard.

Question by same. While you were employed occasionally to work in the Yard, did you not from time to time go out to superintend your private business while in pay at the Yard? and how long was you out of the Yard on your private business?

A. He did go out to superintend his private business, and received his whole pay, $2 50 a day, was absent from the Yard sometimes an hour at a time, sometimes less; it was known to Commodore Bainbridge that witness carried on his business in Boston, the employment was not constant in the Yard, but the business of the Yard in witness' department never suffered by his attention to his private business.

Question by Court. Have you since you have been permanently employed in the Yard, been permitted to superintend any private work during the working hours of the Yard?

A. Never: witness gave up his private business and gave public notice that his copartnership with John Park was dissolved, and Park continued the business, and since that witness has had no private business as a painter.

Shadrach Varney, master blacksmith of the Yard, was sworn, and testified that he has been in this capacity six years and a half, and was two years and a half in the Yard before he had this office, in all nine years.

To the first general Interrogatory. Witness answers fully in the negative.

To the second general Interrogatory. Witness answers fully in the negative.

To the third general Interrogatory. Witness answers in the negative, and states that in respect to himself and the property of the United States in his department, Captain Hull was always particularly careful about the accounts and the surveys mentioned in this Interrogatory, and careful to see that the men under witness were constantly employed and careful to prevent waste, and always directed witness to work up the old materials.

To the fourth general Interrogatory. He says that he believes Fosdick deceived every man in the Yard, that he has no reason to believe that Captain Hull neglected any proper measures for his detection, and has no reason to believe that Captain Hull had any such connection or collusion.

To the fifth general Interrogatory. He says he knows nothing on the subject of this Interrogatory, and has no reason to believe there was any such oppression, or that Captain Hull ever improperly withheld any allowances.

Question by Captain Hull. Has not a great portion of the iron which has been used since Captain Hull has commanded on this station, been purchased on contract made with the Commissioners of the Navy, and have you not been directed to inspect it to ascertain if it was according to the contract?

A. The greater part, more than seven-eighths, has been so purchased, witness has been directed to inspect it when received, and

witness did examine it to see if it was according to contract. When small quantities of iron were wanted, witness made his requisition, and left it in Captain Hull's office, from there it went to the Navy Store Keeper, from him to the Navy Agent, and he purchased it and sent it to the Yard; if it was what was wanted it was weighed and received by the Navy Store Keeper, and witness gave receipts to him from time to time for what witness took and used. When the articles were made by witness Keating, the assistant to the Store Keeper, weighed them, the articles were delivered into the store or to the ships they were made for, an account of this was given once a month to the clerk of the Yard, who charged them to the several ships and different departments to which they belonged. Witness had given an accurate account, when required, of his time and the stock used, in order to ascertain what saving there was in working the old iron. The iron delivered out to witness was delivered by weight; witness and the assistant Store Keeper weighed the iron, and witness was particular because he gave an accountable receipt. By comparison of the quantity of work witness delivered, allowing for the usual wastage 12 per cent. with the quantity of iron received, it could always be ascertained whether witness delivered all he received, and this comparison used to be made once a month by Mr. Fosdick when he was in the Yard, at the time witness handed in his account of iron delivered.

Question by Captain Hull. Will you state what disposition has been made of the scrap iron belonging to the Government?

A. It has been sold and exchanged for other iron, having been first carefully culled out, Captain Hull has been particular in this respect. No piece that could be worked for use in the Yard has been sold or exchanged as scraps.

Question by same. It has been said you are worth $ 10,000, will you state how much you are in fact worth and in what manner you have acquired your property?

A. Witness considers himself worth between four and five thousand dollars, should be willing to take five thousand dollars for all he is worth; witness says he has acquired his property by industry and economy; he has no family but a wife, witness was worth a third of that when he came into the Yard in March, 1816; he had out at interest on notes, between fourteen and fifteen hundred dollars, he has kept that at interest and added to it from time to time all that he could save until last summer, when witness laid it out in a house and supposes that people have thought from his buying a house, he had a good deal of money. Witness has kept two boarders in order to make it an object to keep house; witness received the first summer he came 11*s* or two dollars, since that time, say for five years and a half, he has had two dollars and a half. Witness has been allowed two apprentices part of the time by the Government, according to usage, having had two apprentices in the Yard, has been paid for them according to the regulations. The amount received from his boarders and the allowance for his apprentices

with about two hundred dollars more out of his own pay, has about supported witness' family with economy, leaving witness about five to six hundred dollars to lay up. Witness keeps a regular account of his expenses and settles his family expenses every month, the surplus of every year witness puts out to interest. Mr. Tapley has paid $ 300 to witness for interest on money loaned him about the time witness joined the Yard.

Question by Court. Since you have been master blacksmith of the Yard, have any articles ever been made in the blacksmith's shop from iron belonging to the public for the private use of any person?

A. Witness does not recollect any thing except it may be a small grid-iron for Mr. Waldo, Sailing Master, Lieutenant Macomber had a little pot bale and pot hooks and a grid-iron for a small room in the Yard which he occupied, but on his death it was turned into the Navy Store Keeper, and witness understood from Mr. Bates they went to the use of the United States' frigate Constitution. Whether Captain Hull ever knew any thing about them witness does not know, they were made at the request of the officers.

It being four of the clock, the Court adjourned to ten o'clock to-morrow morning.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 23, 1822.

The Court met according to adjournment; present, all the Members, the Judge Advocate, and Captain Hull.

The whole of Lieutenant Abbot's testimony was read over to the Court.

Lieutenant William Berry was called and sworn, and testified that he is stationed now at Portsmouth, that he has never been regularly attached to the station, has been attached to the Java in 1818, and Constitution in ordinary here in 1819 or 1820, does not recollect precisely.

To the first general Interrogatory. Witness says he has no personal knowledge of any thing of the kind, witness has no belief that public property has been so converted, has no reason to believe it, has heard some representations of Lieutenant Abbot, has heard remarks of Mr. Abbot on the subject, but does not recollect them, they made no impression on witness' mind.

To the second general Interrogatory. He says he has no knowledge on this subject nor any belief. Witness was not attached to the Yard but has been a great deal in the Yard, has no knowledge of any thing of the kind nor has any reason to believe any thing of the kind.

To the third general Interrogatory. He answers fully in the negative as before.

To the fourth general Interrogatory. He answers fully in the negative as before.

To the fifth general Interrogatory. Witness says he don't know any instance, but Lieutenant Abbot stated his case to witness, and if his statement were true he should think that was oppressive. Witness being asked to state Lieutenant Abbot's representations, says that Lieutenant Abbot stated to him that he applied to Captain Hull for leave of absence, his wife being sick, and went so far as to state that his wife was sick to Captain Hull, and that he had got an officer to do his duty, but Captain Hull refused to give him leave, witness thinks Lieutenant Abbot stated that. Witness says he has no reason to believe there is any other instance of oppression; as to the residue of this Interrogatory, witness says he does not know except to chamber money; witness has claimed this himself, and Captain Hull has refused it; witness does not know whether it was allowed by the Department. Witness did not take any pains to inform himself whether it was allowed by the Department nor has since. Witness has an account with the Department, and intends bringing in that as a claim. Witness has no recollection of any other reasons for believing that Captain Hull ever withheld allowances from any other officers which were allowed by the Department.

Q. Whether witness has ever had any conversation with Lieutenant Abbot on the subject of the survey of copper in the United States' Navy-Yard at Charlestown? If yea, please to state when and where, and the particulars of this conversation?

A. Witness says at Portsmouth, N. H. witness thinks in 1821, the early part of it the last survey before this, in March perhaps, Lieutenant Abbot was on a visit, witness asked him if he had heard any thing about the survey of the copper: witness was on the survey with Lieutenant Caldwell, witness forgets what Lieutenant Abbot said; witness was inquisitive with Lieutenant Abbot. Witness was a little uneasy on account of the copper, that was the only article he and Lieutenant Caldwell did not survey, they took this from the Store Keeper's books, had conversed with Captain Hull on the subject, and Captain Hull told witness that it was unnecessary to survey the copper. Witness understood that Captain Hull had authority from the Commissioners, Captain Decatur witness thinks, not to survey this, and on account of the boxes being in a shattered state, it would do it injury to break open the boxes, it was winter season, the boxes were in the cellar and this was damp. Witness represented this to Captain Hull and he knew it; all that witness can recollect of the conversation is what he has related: witness was inquisitive. After witness and Lieutenant Caldwell had made the survey, witness had got leave of absence for a few days. Witness had left a blank certificate, and presumed Lieutenant Caldwell would fill it up correctly. Witness was anxious to know if Lieutenant Caldwell had done so and sent it on. The survey was completed before witness left the Yard; after the survey was completed, witness and Lieutenant Caldwell wrote a letter to the Board of Commissioners, this was written by both

conformably to the actual survey. The blank certificate above mentioned was a blank sheet of paper on which Mr Caldwell was to transcribe the letter above mentioned. Witness being interrogated whether he signed more than one paper in blank, says yes, he signed also a blank report in the prescribed printed form, and also the blank for the letter above stated. Witness further says he does not know the fact, but supposes that Lieutenant Caldwell filled up the blanks above mentioned and sent them on; witness takes it for granted, as he supposes they would have been informed of the neglect by the Commissioners. Witness don't recollect whether he told Lieutenant Abbot that he had completed the survey before he left the blanks aforesaid; witness says Mr. Abbot of course must have understood this had been done, any one with half an idea would have presumed this.

Question by Captain Hull. Did you complete the survey agreeably to your orders before quitting the Yard? Did you leave any thing more for Li-ut. Caldwell to do than to make a fair copy of your minutes of the survey, and a fair copy of the letter you had written? and did you state to Captain Hull at the time of your leaving town that the fair copy of the survey was not completed?

A. He says he had completed the survey agreeably to his orders before quitting the Yard. Witness did not leave any thing more for Lieutenant Caldwell to do than is stated in this question, and witness did state to Captain Shubrick, not to Captain Hull, that the survey was completed, but the return or report was not filled, but witness had left the report signed in blank; witness is certain of this. Being asked whether Captain Hull knew any thing about this, he says he does not know, but presumes that Captain Hull was made acquainted with it through Captain Shubrick.

Question by same. Did Lieutenant Abbot ask you if you were on the survey of the copper, and did he then say to you, that you had a very important duty to perform, and did you then tell him that you had signed a blank return and had left it to Lieutenant Caldwell to make the survey?

A. Witness says, no sir, never. Witness might have told Mr. Abbot, as witness has already stated, that he left blank returns signed, but not that the survey of the copper was not already completed, because witness had completed it before he left Charlestown.

Question by Captain Hull. Did Lieutenant Abbot tell you that he had a suspicion as to the weight of the copper, and did he upon that advise you to go to Boston and attend to your duty, and did he say to you that Caldwell might be careless and you might get into difficulty?

A. No sir, witness is pretty positive he did not; the reason why is, that witness presumes Mr. Abbot was aware that witness was too much acquainted with his duty for him, Mr. Abbot, to dictate to witness.

Question by Captain Hull. Did you tell Lieutenant Abbot that

Lieutenant Caldwell had told you the year before, when the return of the copper was made, it was taken from the store keeper's books, and that the copper had not been surveyed, and that if he, Caldwell, should say any thing to you, you should then turn upon him ?

A. Witness is pretty certain that witness and Lieutenant Abbot had no such conversation. Speaking of the copper, Mr. Abbot said that Lieutenant Caldwell would not make a return from the store keeper's books ; witness told Mr. Abbot that he, witness, thought it would be very singular if he would not do it, after having made arrangements to this effect with Mr Caldwell and with the knowledge of Captain Shubrick. Witness further states that in his letter to the Commissioners of the Navy Board it was stated that they, Lieutenant Caldwell and himself, had carried these orders into effect as far as circumstances would permit, and this was in relation to the copper, this was stated to Mr. Abbot.

Question by Captain Hull. Are you certain that you did thus state in your letter before you left Boston, and that you communicated it to Lieutenant Abbot at this time ?

A. He says he did so state before he left Boston, and did communicate this to Lieutenant Abbot at this time.

By same. Did Lieutenant Abbot tell you if Lieutenant Caldwell did not do his duty, it was no reason why you should not ?

A. No sir.

Question by Captain Hull. Did Lieutenant Abbot tell you at any time, that Captain Hull was the occasion of the death of his wife, or words to that effect ?

A. No, witness is not positive. Witness and Lieutenant Abbot have had some conversation on this subject, but witness does not recollect it. Lieutenant Abbot may have said something of this kind ; witness has heard it from some source, but can't trace it.

Question by the Court. Did you keep any memoranda of the quantity, quality, and condition of the several articles of stores as you surveyed them ? If yea, state whether you have at any time since compared the report sent to the Navy Commissioners with such memoranda.

A. Witness says such memo. was made ; Lieutenant Caldwell has this memo. witness presumes. Witness has never compared this with the report sent to the Commissioners ; witness did not think this necessary, relying on Mr. Caldwell's integrity for the return.

Question by the Court. When you left the station before signing the fair copy of the report of survey before alluded to, by whose permission did you so leave it, and was the person who granted such leave informed that the fair copy of said report had not been completed and signed ?

A. Witness got permission from Captain Shubrick ; witness told Captain Shubrick that witness had left his signature to the return and to the letter, in blank as before stated. Witness presumes if

there had been any thing wrong in this, Captain Shubrick would have mentioned it.

Ebenezer Jackson, a painter in Boston, was sworn, and testified, that he resides in Boston, and has resided there since 1819. lived in Charlestown before that, was born in Charlestown, and resided in Charlestown till he went to Boston as before stated

To the first general Interrogatory. Witness says that he could not say positively that he knows of any public property being so converted. When witness was working on Captain Hull's brick house near the Navy-Yard gate, the precise time witness cannot say, witness was glazing for said house, and took putty from the Navy-Yard. Witness was in the shop in the Navy-Yard at the end of the joiner's shop; witness saw there some putty in bladders, it had been there two or three months before, and had been used occasionally before that time as it had been wanted; there was a barrel full of those bladders of putty. Witness presumes they came from the Java, or some vessel, but cannot say, he does not recollect that he heard any person in particular say, but this was the impression on his mind. Witness took one of these bladders of putty, beat it up, and it was used to glaze the sashes for Captain Hull's brick house. Witness was not told by any person to take this putty. Witness was set to work by Mr. Tolman, Master Painter. Witness can't say how many bladders were so taken; all the sashes of the said house were glazed with this putty; there was other putty in the same shop, but that was not thought so nice as this. These bladders weighed from seven to eight pounds as witness thinks, and such putty would sell for 10 dollars a hundred, and 12 1-2 cents a single pound. Witness does not know whether this putty was taken and used by Captain Hull's knowledge, as he has above stated. Witness has taken himself all the paints, oil, and brushes, from the paint shop in the Yard, when witness had any painting to do for Captain Hull; witness went and took these himself. When Mr. Tolman, under whom witness worked, had any painting to do for Captain Hull, he used to mix the colours himself, send witness or others in his employment to get them, and some times witness went and mixed them when more colour was wanted. Whether these paints were public property, or private property of Captain Hull, witness does not know. In the fall of the year, but what year witness does not recollect, witness was told by Mr. Tolman to take some glass and go out to a house occupied by Mr. Ware, a sail maker, and set it, witness took 8 or 10 lights from the paint shop, and set them in that house. Witness never received any direction from Captain Hull in the business; witness was ordered by Mr. Tolman in all these cases, and as he ordered witness so witness did. Witness recollects of no other instance of property being so taken from the Yard. He believes there were other instances, because he presumes that other workmen did the same as witness did. Witness knows that other workmen, Nathaniel Turner, William Hoppin, James Bowers, and Philip Butler, took paints usually used

in painting houses from the same place witness did. Powers lives in Boston, where, witness does not know ; Turner lives in Charlestown, witness does not know where Hoppin lives, Butler is dead. Witness does not recollect any other instances, witness has no other reason for believing there are other instances than common reports.

To the second standing Interrogatory. Witness says he has no knowledge of any such instance ; but witness says that he has seen men that he took to be Yardmen from their Guernsey frocks, at work in digging in Captain Hull's cellar for the brick house and wheeling dirt from it ; but whether their time were paid for by the government while employed for Captain Hull, witness does not know, nor does he recollect the names of any of these men ; in fact, witness did not know the men. Witness says he received his pay from Mr. Fosdick and Mr. Deblois, but whether he received this on Captain Hull's private account or on public account he cannot say. Witness used to receive his pay once a fortnight, and in the course of the time he was in the Navy-Yard he was employed parts of days on different objects, sometimes on one vessel and sometimes on another, and sometimes on public work and sometimes on Captain Hull's private property. But witness always received his pay from Mr. Fosdick and Mr. Deblois, and used to sign receipts for every different object as witness presumed. Witness has sometimes signed 7 or 8 for a fortnight's work and pay. Witness has no knowledge whether any of these receipts were to Captain Hull on his private account, they might have been ; witness did not read the receipts he signed, he presumed they were such as they should be. Witness has seen a man, a driver of oxen, which were employed in the Yard, driving the same oxen when hauling stone on a drag from a wharf to Captain Hull's cellar before mentioned, witness does not recollect how many times, it was when the cellar was stoning : witness does not know the driver ; witness knows no other instance. But witness has seen carpenters at work on Captain Hull's house, whom witness had before seen employed in the Yard, but whether these men were at the time in the pay of Government witness cannot tell. Witness has no reason to believe that any other men or beasts in the pay of Government were employed for Captain Hull's use on any other occasion but from common reports.

To the third general Interrogatory. Witness says he neither knows nor believes there is any such instance, except as before stated.

To the fourth general Interrogatory. He answers in the negative, that he knows nor believes nothing except from common report.

To the fifth general Interrogatory. He answers in the negative as to the last Interrogatory.

Question by the Court. Were you at any time informed that Captain Hull had any private paints, oil, or putty in the public store, and were any articles ever pointed out to you as belonging to him, and which might be delivered from the shop for his private use when called for by mechanicks employed by him ?

A. One instance sir, there was 2 or 3 hundred weight of white lead in a half barrel, which Mr. Tolman told witness was Captain Hull's. This is the only article that was ever pointed out to witness; this was put close to the door under the window. Whether there was any particular care in keeping this separate, witness does not know.

Question by Court. Did Mr. Tolman know that you occasionally mixed colours for Captain Hull's private work, and did he ever give you any instructions what materials you were to use for such purpose?

A. Witness presumes that he did know witness so mixed colours. He knew the witness did mix the colours, and witness used to take the oil out of any barrel where the ladle happened to be; there were several barrels of oil open; there were four barrels for the reception of oil, they were painted inside and on the bottom, particularly for receiving oil, and whenever oil was sent over by Mr. Tolman, it was started into these barrels, and oil was used out of these for ships or any other property. Witness never knew any odds.

Question by the Court. What do you suppose was the value of the colours you mixed for Capt. Hull's houses, including all the ingredients composing such colours, independent of what Mr. Tolman mixed?

A. Witness cannot tell. Witness was in the habit of mixing and carrying out colours for all the houses; witness may have mixed at times a hundred weight. It would be rough guessing, witness has done it so many times, he can't say. He has it not fresh on his memory how much Mr. Tolman mixed and how much witness mixed.

Question by the Court. What are the colours used in painting the houses of Captain Hull that you were employed on, and what the probable quantity of each colour necessary to complete them and how much oil?

A. Black, blue, yellow, and white. Witness should suppose it would take to paint the different houses of Captain Hull which witness has been employed on, about 1 pound of black, about 1-4 of a pound of blue, about 70 or 80 pounds of yellow ocre, about 7 to 8 hundred of white lead, and about 2 barrels to two and a half of oil. It is usual to allow 4 1-2 gallons of oil to 100 pounds of white lead.

Question by Captain Hull. Are the bills annexed to the original proceedings of the Court Martial in which Lieutenant Abbot was tried and now exhibited to you, the bills which you rendered to Captain Hull, and are the signatures of your name your signatures?

"A. No. 1.—Capt. Hull Dr. to Ebenr. Jackson.

1817, June 15. For painting house, window sashes, gutters, conductors, &c. 1 1-2 day at $1 58 1-3 } $2 37 1-2

Received pay. EBEN. JACKSON.

"No. 2.—Com. Hull Dr. to Eb. Jackson.

1817, June. To 2 1-2 days work on brick house, at 9*s.* 6*d.* $3 96

Received payment of B. H. Fosdick, EBEN. JACKSON.

"No. 4.—Com. Hull Dr. to Eb. Jackson.

1817, July. For painting new brick house, 6 1-2 days, at 9*s.* 6*d.* $10 29

Received payment of B. H. Fosdick, EBEN. JACKSON.

A. Witness never rendered any bills to Captain Hull. The bills mentioned were not made out by witness ; they were made out, as witness presumes, by Mr. Fosdick, and were handed to witness by him, as witness presumes, for witness' signature when he received pay as before stated. Witness has no reason now to doubt they are correct, and believes the signatures are his. At the time these bills were handed to witness in Court at the trial of Lieutenant Abbot, witness looked at his book, of which copy of a part is also annexed to the same proceedings, and perceiving that the amount of his bill dated June 15, as witness at that time read it, was $23 72, and that this was a greater sum than appears by his said book that witness ever received, the witness discredited the said bill dated the 15th June, but now, on examining said bill, he perceives that the amount is only 2 37 1-2, and he begs leave to state and correct his mistake on this record. It is apparent as he thinks on the face of this bill, that the figures are so indistinct from erasure and blot, that any person in reading it might make this mistake.

Question by Captain Hull. Do you know, and can you state, how many days you worked on Captain Hull's houses ?

A Don't know, and cannot state.

Question by same. Do you swear that on the same days you worked on Captain Hull's houses and received pay therefor, you received pay at the Navy-Yard as for work done there ?

A. All witness can say is that he worked part of some days for Captain Hull, and part for Government, and received pay for all his time ; but whether the money came all from Government, or part from Government and part from Captain Hull, he can't say, because he was paid for all at the same time by Mr. Fosdick, as before stated.

Question by Captain Hull. When you worked upon Captain Hull's houses, did you receive less pay for your labour than when you worked elsewhere ? *A.* Witness never knew any difference.

Question by Captain Hull. Who furnished the paints, oil, and putty, for the Navy-Yard ?

A. Mr. Tolman did while witness worked in the Yard.

Question by same. What should you estimate the probable cost of painting Capt. Hull's houses to which you have referred, including stock and labour ?

A. For the brick house, not far from $300, for that fomerly owned by Woodward $250, for ten foot buildings, 75 to $100,

Question by Captain Hull. Had or had not Captain Hull at the time you mentioned using the putty, a quantity of putty deposited in the paint shop purchased of Messrs. Park and Tolman ?

A. Witness does not konw.

Question by same. When you have been engaged at the Yard, have you not occasionally been offered higher wages to go and work in Boston?

A. At one time witness painted the schooner Native, and witness

received higher wages than he had received in the Yard. Afterwards witness received higher wages in the Yard than before.

Question by same. Are you acquainted with Mr. Keith in Cornhill, and did you state to him or to any other person, and if so to whom, that you could give information about some putty if you were called upon, or did any one and who call upon you in relation to the testimony you could give here?

A. Witness did not so state to Mr. Keith, witness stated so to Mr. Stowell, firm of Lero and Stowell, watchmakers and jewellers in Boston. No one called on witness in relation to the testimony witness could give at this trial.

Question by the Court. Has Captain Hull at any time attempted to prevent your giving correct testimony as regards his conduct in the Navy-Yard, if yea, state the time, place, and all the circumstances connected with the same?

A. Never; witness has talked with Mr. F. W. Waldo, respecting the note in Waldo's copy of Abbot's trial, and told him he had no authority for putting in that note.

The Court adjourned to 10 of the clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 24TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Captain Hull presented the following motion:

"Captain Hull respectfully states to the Court, that he hath this morning received a letter from Derby, in the State of Connecticut, by which he is informed of the extreme sickness of his Father, and the opinion of his Physicians that he cannot survive many days from present appearances, and that the family are very desirous that he should come on immediately if in his power, he therefore moves the Court for leave of absence for a few days, and that in the mean time he may be allowed to appear by his counsel, Samuel Hubbard, Esq. that the business of the Court may not be delayed. ISAAC HULL."

Whereupon the Court having taken this motion into consideration, granted leave of absence as requested, it being distinctly understood that Captain Hull return as soon as circumstances will permit, and that the Court will not be delayed in its proceedings by reason of Captain Hull's absence for this cause.

The annexed report of Mr. Abbot's continued ill health by Doctor Birchmore, was received by the Court [See Appendix.]

William Hoppin was sworn, and testified that he is a painter and glazier, that he is employed in the Navy-Yard, first came to the Yard in October, 1818, been employed in the Yard by the day from time to time, as the business of the Yard required. Witness had 1 dollar and 75 cents when he first came into the Yard, now $1 38 a day.

To the first standing Interrogatory. Witness says he does not know, nor has any reason to believe, that any public property has been so

used. Witness says he has no reason, because he does not recollect ever seeing any used in his line of business.

To the second general Interrogatory. Witness answers in the negative.

To the third general Interrogatory. Witness answers in the negative.

To the fourth general Interrogatory. Witness says he knows nothing of the subject of this Interrogatory ; witness has no reason to believe there was any such neglect, nor any such improper connection or collusion.

To the fifth general Interrogatory. Witness answers in the negative.

Question by Capt. Hull. Have you ever been employed to paint on Capt. Hull's houses, and if so, by whom were you employed, and by whom and in what manner were you paid ?

A. Witness was employed to paint Capt. Hull's houses by Capt. Hull ; witness received his pay from Capt. Hull by the hands of Mr. Fosdick and Mr. Bates. Mr. Tolman made out most of witness' bills for his time, and other persons in Boston made out the rest ; these were made out to Capt. Isaac Hull Dr. to witness ; these bills were presented by witness to Captain Hull's clerk ; pretty much all of them were paid when witness sent them in. Being asked whether he, at the same time, received pay from the United States, witness says no sir, not when he was working for Captain Hull.

Question by same. Did you ever answer to your name within the Navy-Yard, during your employment by Captain Hull ?

A. No sir ; when I was working for him I did not.

Question by same. When you were employed to paint on Captain Hull's houses, have you or not been repeatedly sent to Boston to get paint to be used on his houses ?

A. Yes sir, I have. Being asked where he got them, he says he got them from Mr. Park and Tolman's shop.

Question by Capt. Hull. Had Captain Hull any paint of his own, in the Navy-Yard, as you know ?

A. Witness says no sir, not as he knows of.

Question by Capt. Hull. Were or were not the paints in the public paint shop marked and labelled in such manner, that you could readily distinguish them from any other if any such had been there, and what orders did you receive concerning them, and from whom did you receive such orders ; state particularly ?

A. Some paints in the public paint shop were marked ; witness never saw marks until the old ship house was raised, then witness saw white lead and oil marked, New Ship House, and New Ship, there was some white lead, and that which was in casks dry, was not so marked, the whole of the paints in the public paint shop were not marked ; witness cannot undertake to say how much. The orders given in respect to those marked, were, that they were to be used in the ships and buildings they were marked for ; these orders were received from Mr. Tolman.

Question by same. Are not the casks in which the paint is kept for daily use, marked with the name of the vessel or thing for which they were intended to be used?

A. They are now; they were put on a month or six weeks ago, there was no marks put on the paints used for the Constitution, when last fitted out; all the paints have not been marked.

Question by same. In what places were the paints deposited by you, which you thus brought from Boston, and upon what houses of Captain Hull did you work, and do you recollect at what times you worked for him?

A. The first paints that witness brought were put into the house of Captain Hull, formerly occupied by Mr. Wingate, the rest were put into the house of Captain Hull, which Mr. Shannon lives in now, witness worked on the ten footers. Witness cannot state the time exactly that he worked for Captain Hull. Witness first worked for Captain Hull in 1818, cannot recollect the month on the ten footers near the Navy-Yard gate; the next time was on other ten foot buildings, some of them had been just built, some repaired; Mr. Pearson was the carpenter who had been employed on these buildings. In 1821, witness worked on Captain Hull's houses, near Chelsea bridge, this was some time in the fall in cold weather. Witness thinks the bills he rendered to Captain Hull specify the number of days work, but not the days of the month. But witness won't be positive.

Question by same. Is your memory very accurate with regard to past dates and events, or have they made but a faint impression on your mind?

A. Witness does not take much notice of events passed; he lets things pass and thinks no more of it. Witness is not a very good scholar, does not use a pen and ink a great deal.

Question. Have you or have you not at any time, since you have been employed in this Navy-Yard, taken yourself, or seen any other person take from the stores of the Yard, paints, oil, or putty, belonging to the public, for Captain Hull's private use, namely, for Captain Hull's houses outside of the Yard?

A. Witness says no sir, I have not.

Question by Captain Hull. Were you in a situation to have seen and known it, if it had been done by others?

A. Yes, I should have seen it, if it had been done where I was.

Question by same. Who mixes all the paints which are used in the Yard? And were you a considerable portion of your time in the shop?

A. There is no particular one that mixes it; witness has been considerable of his time in the shop where the glazing for the new ship house was done, but this is not the paint shop.

Henry Tolman, called again.

Question by the Court. What was the manner of designating the paints, oil, putty, and other articles for the painters department when they were received in the Yard, by which the objects for which they were procured could be known?

A. There were labels painted on tin, or on the barrels, put on every barrel and tub, where these stood permanent, that we dipped out of; witness says he did not keep it all mixed, but mixed it as it was wanted.

Question by the Court. Was this invariably the case, and when did this practice commence?

A. About 1815 and 1816, the practice commenced of making, when any quantity of paint stuffs were brought in to the Yard, every article was marked by the name of the object for which it was brought there, as Ship House, Independence, Gradual Increase; witness can't say if Capt. Hull directed this. He used to ask witness how he kept his paints seperate, meaning in the manner above mentioned, but witness can't say if he was directed to do so by Captain Hull or heard some body else say it should be done so, he does not think he should have done this if he had not been told. When witness is directed to do any painting, he applies to Captain Hull for a requisition. His clerk makes it out according to witness' direction, witness signs this, and Captain Hull approves the requisition. Being asked if, since he has been permanently attached to the Yard, he has made any return of what he used, he says within a year past, the articles in his line, are put into the store when brought in, and put under the care of the store keeper, and witness has no charge of the paints, until they are put into his hands for use; witness gives a receipt to the store-keeper for what he receives as follows; once a month a return is made out by the store keeper, of what witness has taken, and witness signs this in a duplicate; one is sent to the Department at Washington, and the other is kept by the store-keeper as his voucher.

Question by the Court. Had Captain Hull at any time, and when, any paints belonging to himself in the public paint store of this Yard; if yea, were they distinguished in any manner from the paints belonging to the public?

A. He had; these were not otherwise distinguished from the public paints, than as these were labelled and his not, witness further states on recollection, there was never paints in the Yard belonging to Capt. Hull but twice, once when painting the Woodward house, so called, belonging to Captain Hull, the other when painting the brick house, and witness states that the first paint brought was 202 quarters of white lead, and this was marked by witness with Capt. Hull's name, before it was brought into the Yard. It was put by witness into the public store on witness's own suggestion; there was no other place to put them at first; but as soon as the brick house was ready to receive them, they were all carried there. Whether the paints for the brick house were marked before brought in, witness can't say. But this was distinguished from the public paints by their being marked, witness could always distinguish them; and 99 times in a hundred, witness mixed all the paints.

Question. Did you attend to mixing the paints for Captain Hull's houses, wholly, or in part; were any articles belonging to the United States taken by you for his, Capt. Hull's, private benefit?

A. Witness did as he has before stated, that witness once and only once took some of the public paint stuffs. Being out of oil when painting Captain Hull's brick house, witness took a jug of oil about a gallon, or gallon and a half, having no person at hand to send to Boston for it; but this was returned by witness next morning. Being asked if Capt. Hull knew of this he says Capt. Hull did not at the time, and witness believes Capt. Hull never knew of it, nor does he know it even now, that witness is aware of.

Question. What instructions, if any, did you give to the persons taking paints, or other painting materials, from the public paint store to use upon the houses of Capt. Hull; and do you know if such instructions were obeyed?

A. Witness always mixed the paints as before stated, they were set on the floor, and the men carried it out, or it was sent to the houses; witness presumes the men in his employ knew Capt. Hull's paints, and can't say if he gave any particular instruction to them. As to oil, he says that Captain Hull's oil was kept in a seperate vessel, and oil was always drawn from this for Capt. Hull's use.

Question. When any of the painters employed in the Navy-Yard were detached for the purpose of doing private work for Capt. Hull, were their names taken from the rolls of the Yard, and were they informed of this fact, and that they were to be paid by Capt. Hull?

A. Their names were taken from the rolls. Capt. Hull used to be particular about this, and ask witness if the mens' names were taken from the rolls, witness used to say yes, and they were so; witness used to go to Mr. Keating, and take off the mens' names from his roll, Mr. Keating kept a private check roll to ascertain how much work was done for Captain Hull; witness used to keep an account of the time his men were employed for Captain Hull, and give in this to Mr. Fosdick, presuming that Mr. Fosdick would know how much the men had worked for government; witness can't say if the men were informed that their names were so taken off from the public rolls, or that they were to be paid by Capt. Hull for their time on his houses.

Question. Did you ever authorize any person to substitute the paints, putty, or oil, of the public, for similar articles belonging to Captain Hull, did you ever authorize any journeyman to use any of the aforementioned articles for Capt. Hull's houses, and what measures did you take to prevent the stores under your charge from being used, except for public purposes?

A. Witness never did so authorize any person nor journeyman; as to the measures taken to prevent the public paints from being used except for public purposes, witness says he took as much care of them as of his own, in his own store in Boston. He used to lock shop when away and had a secret place for the key, where his journeyman witness himself might get it. The key was put there a greater part of the time, but sometimes it was left in the door, as he has left the key of his own shop in Boston in the door.

Question. Did you at any time, and when, direct Ebenezer Jackson to take lights of glass from the public stores in your charge;

and put them in the windows of a house occupied by Mr. Ware, sailmaker of the Yard ; if yea, state to whom said house belonged, and whether you were directed by any person so to do, and the name of the person giving said orders ?

A. When the kitchen was moved off from the land bought by Government to enlarge the Yard, some lights were broken, and witness being told by Captain Hull that the agreement with the Government was, that this kitchen should be put in as good repair as before its removal, witness sent Jackson to put in the lights, how many witness don't know, witness understood this as a direction from Capt. Hull to do it. The kitchen belonged to Capt. Hull, was part of the house which stood on the land bought for Government as above mentioned.

Question by same. From whom did Capt. Hull procure the paints, which have been used in painting his houses ; and which of his houses were painted first ; and at what time was it painted ?

A. From Park and Tolman. The Woodward house was first painted, this was begun April 3, 1817, the work done by witness for Capt. Hull, was all done by the day, Capt. Hull paying for the materials.

Question by same. Who furnished the putty used in glazing the windows of Capt. Hull's brick house ?

A. It was furnished from witness' private shop, 60 pounds witness sent over for that purpose with the glass ; witness was not then attached to the Yard, he was then painting Mr. Ritchie's house in Boston, and two vessels.

Question by same. Are the bills now exhibited to you and annexed, original bills of paints, oil, putty, &c. furnished by Park and Tolman to Captain Hull, and to what objects were these articles so applied, and were they sufficient for those objects, state particularly, and have these bills ever been compared with your book since you rendered them ?

A. They are original bills. The paint stuffs were applied to Captain Hull's houses, viz. the Woodward house, the brick house, and the ten foot buildings, they were sufficient to paint these houses. But the bills have not been compared with the book by witness.

Question by same. Is the bill now exhibited and annexed the original bill of the glass procured by you for Captain Hull's brick house ? *A.* It is, there are 240 large 14 by 10 and 60 = 15 by 10.

Question by same. Did you ever give Ebenezer Jackson any directions to take the public or any other putty, and prepare it for glazing the windows of Captain Hull's house, and if he did at any time thus use it, was it by your consent or knowledge, and who was procured to glaze the sashes ?

A. Witness says he did not give such directions to Ebenezer Jackson, and if he, Ebenezer Jackson, did so take such putty, witness did not know it, never heard of it before yesterday ; another man, David Stevens, now dead, glazed the sashes. Being questioned as to some bladders of putty, witness says there was some which came from

the Java. It was hard, witness ordered it to be pounded up and was left here as witness believes. But if Stevens used this instead of the putty sent by witness, the 60 pounds so sent by witness for Captain Hull must have remained in the shop. Witness does not believe that the Java putty was used to glaze Captain Hull's sashes. Stevens was a very honest man, he knew he was working for Captain Hull, and witness does not believe he would have taken the government's putty, for that use, if he took it, must have been for his own convenience, old putty working easier and better than new.

Question by Captain Hull. For what cause did Ebenezer Jackson leave the Yard, and how long since did he leave it?

A. In February, 1819, or about that time, the Hornet was fitting out, on a Saturday in this month being pressed for time, witness asked his men, among others Jackson, to come and work the next day; they came and Jackson with them. It was cold and Jackson urged the men not to work, some of them were persuaded by him, and went away with him, Jackson leaving word for witness, that if witness wanted him, Jackson, to come and work, he might send for him or come himself. Next day, on Monday, witness was at the Yard, Jackson came as usual to work. Witness reminded him of what he had said, and told him, when he, witness, wanted him, Jackson, he would send for him; he need not work till then. Jackson went off, witness thinks Jackson has never been well pleased since.

The Court adjourned to ten of the clock, A. M. Monday.

U. S. NAVY-YARD, CHARLESTOWN, MONDAY, AUGUST 26TH, 1822.

The Court met according to adjournment; present all the members, the Judge Advocate, and Captain Hull by his Counsel, Samuel Hubbard, Esq.

Lieutenant Abbot was called, and desired that all his testimony may be read over to him, which was accordingly commenced. At the reading of that passage in his answer to the first General Interrogatory, where witness says Mr. Hickson sailing master came up at the time, witness and Bogman were talking, the witness now says that it is his impression that Mr. Hickson came up, witness did not mean to state positively that he Mr. Hickson did come. Witness further says that a good deal of what has been read to him at this time appears to be irrelevent to the question, except to show the impressions which influenced his mind, the history from step to step how his mind was made up. At the reading of that part of witness' answer to same interrogatory, when it is said Keating mentioned that Binney had something to do with this, &c. witness now says Mr. Binney's having something to do with it was an additional reason in witness' mind for thinking the copper would not come out right. Witness says the conversations mentioned between himself and Lieut. Berry and Lieutenant Caldwell, in answer to the same interrogatory, was one of the reasons. Witness says he wish-

es to have that part of his answer altered where is stated Lieutenant Caldwell's conversation concerning Lieutenant Macomber. Witness wishes to state that he does now give full credit to what Lieutenant Caldwell said. Witness wishes to state his present impression, that he, Lieutenant Caldwell, is not apt to branch out and say things he does not mean, nor speak in stronger language than he is aware of. At the reading of that part of the witness' answer to the same interrogatory, where the conversation between the witness and Lieutenant Ward is stated, respecting the declarations of Commodore Bainbridge against Captain Hull, George Blake Esq. and Mr. Binney, witness says he did not mean to say that Lieutenant Ward told him that Commodore Bainbridge had stated this to Lieutenant Ward, but that Lieutenant Ward stated to witness as a report that Commodore Bainbridge had said so. At the reading of that part of witness' answer to the first interrogatory, where the property of Fosdick is mentioned, witness says that George Blake, Esq. told witness last winter in the course of the inquiry into Mr. Binney's affairs, that property of Foskick to the amount of 80,000 dollars was attached. At the reading of the concluding sentence of witness' answer to the first general interrogatory, witness desired to have this alteration instead of the following, can't say there 'ant more, any more than the chain of other circumstances ; he would say, he cant say that he has not more, except the chain of circumstances which he had not related. At the reading of the first part of his testimony given in the 21st August, witness said that he had mentioned Captain Hull's conduct towards him as an instance of unkindness when he began to testify.

Here Lieutenant Abbot desired leave of absence for a short time to take some refreshment, which the Court readily gave.

The Commission issued to take the evidence of Dr. Thorn, was returned and read, and the answers are put on file.

Mr. Abbot appeared in Court.

Question by Captain Hull. After your return from your first leave of absence, in what manner was your time occupied and what was was the course of your duty ; state particularly.

A. Keeping watch at the Navy Yard, as witness has before stated.

Question by Captain Hull. Did you at any other times obtain leave of absence from duty, if so at what times, for how long and for what reasons ; state particularly.

A. Witness has had leave of absence at other times can't speak positively to the times, witness can't state how long, the reasons were to visit his friends, except once ; then witness went for Lieutenant Raymond Perry, on private business of Lieutenant Perry, witness called on a gentleman for him, Lieutenant Perry, to know if that gentleman would see him as he had told him he would. Lieutenant Perry got leave of absence for witness. Witness had nothing to do but deliver a letter which Lieutenant Perry wrote, and witness handed it to Captain Shubrick ; witness told Lieutenant

Perry he would not go without he, Lieutenant Perry, would get witness leave of absence, which he did, and as it was got without witness asking leave; witness went for him. Witness was absent he thinks twelve or thirteen days, from 24th January, 1821.

Question by same. At the time leave of absence was obtained, previous to obtaining it in order to visit your wife when sick, was such leave obtained for the purpose of being second in a duel to Lieutenant Perry in case he should fight one, and at what time did you leave Charlestown for that purpose, where was such meeting to be had, and where did you first go after thus leaving Charlestown?

A. Such leave was not obtained for such purpose; witness went to Hartford in Connecticut and to Middletown.

Question by same. Did you or did you not intend to be a second to Lieutenant Perry, in a duel, in case he should fight one at the time above mentioned?

A. Witness says he did not.

Question by same. Where was Lieutenant Perry at this time and to what place or places did he wish you to go?

A. He was at Boston. Lieutenant Perry wished witness to go to Hartford for him, and Bristol, in Rhode Island; witness went there.

Question by Captain Hull. Are you certain that your first conversation with Keating about the copper was previous to your sailing in the Alligator; and if so at what time was your first conversation with him.

A. Witness had conversation with Keating in the spring of 1821, after witness' conversation with Mr. Caldwell, but whether this was the first or not, witness don't recollect.

Question by Captain Hull. When and how did you first become acquainted with the following persons, to wit: Prudence Frost, Daniel Leman, Harrison Wingate, Ebenezer Jackson, Briggs Bennet and Aaron Hadley, and who introduced you to them, or gave you their names as suitable persons for you to use as witnesses in your trial, and what time was this?

A. Witness knew neither of these persons till his trial, cannot say who gave their names as witnesses, nor what time this was more particularly than as above, nor ever conversed with any of them previous to his trial, except Ebenezer Jackson, and it may be Daniel Leman, whom witness never saw till after his arrest. Witness knew before his arrest, what witness supposed Leman could testify, but can't say who first informed him; witness heard it from different persons.

Question by Captain Hull. When, where, and how did you first become acquainted with the following persons, to wit: James Stetson, Peter Finnegan, James Bryant, Ephraim Elliot, Samuel H. Remick, Clark Hammond, John Shannon, Benjamin Whipple, and James W. Burdett, please to state; and who introduced you, or gave you their names, as suitable witnesses in your cause, and at what time?

A. Witness never had any particular acquaintance with either of them, can't say when, where, and how he became acquainted with either of them, no one introduced either of them to witness, except Dr. Elliot as before stated, before witness was arrested, before Captain Porter came to Boston; witness can't say who gave him their names as witnesses.

Question by Captain Hull. By what officers of the Yard was Fosdick suspected several years of dishonest conduct, please to name them all?

A. Dr. Trevett, witness himself according to what opportunity witness had to know, Mr. Wyman pursers steward, as witness has heard, sailing master Waldo, sailing master Ferguson appeared to suspect, witnesss thinks Mr. Ferguson told witness he suspected also Mr. Keating, witness does not recollect any more.

Question by Captain Hull. Who told you and at what time was you thus told that the officers you have mentioned had for several years suspected Fosdick of dishonest conduct in the Yard, previous to January, 1822?

A. Dr. Trevett for one told witness that he suspected it, and from the impression on witness' mind Mr. Ferguson said the same thing. It is impossible for witness to recollect all the reports that he has heard on this subject it is so long ago, now after what witness has had to think of this good many months.

Question by same. Please to state the time when you, yourself, *first* suspected Fosdick of dishonest conduct in the Yard and what circumstance thus led you to suspect him?

A. From the remark which Dr. Trevett made when Mr. Fosdick dined at Mrs. Peirces, as before stated. Upon these remarks witness could carry it back in his mind to the time when witness went out in the Guerriere, when he seemed to have a great deal of power for a Captain's Clerk.

Question by Captain Hull. Who told you that Fosdick had much to do with the copper, and when were you thus told?

A. Mr. Keating; witness had heard such reports before he went out in the Alligator, but for him to tell now who told him it is impossible.

Question by Captain Hull. When did you first hear that Fosdick had great wealth and who told you?

A. Witness says he does not recollect.

Question by Captain Hull. Who informed you that Fosdick's property to the amount of 90,000 dollars had been attached? And at what time were you thus informed?

A. Witness says he does not recollect.

Question by Captain Hull. Who told you that copper had been seen in Boston with the Navy-Yard mark, and that the necessary means had not been taken to recover it, and when were you thus informed?

A. Mr. Bogman told witness that he had seen copper in Boston with the Navy-Yard mark, witness does not recollect who told him

that the necessary means had not been taken. Witness heard the above previous to 4th October, 1820, but as to the time more particularly, he does not recollect.

Question by Captain Hull. Did you ever inform Captain Hull, or any other officer previous to your writing the first time to the Navy Department, that copper belonging to the Yard had been seen in Boston, and that proper means had not been used to recover it? If so, to whom, and at what time, did you give the information?

A. Witness never did say any thing to Captain Hull, and does not recollect that he did to any other officer.

Question by Captain Hull. Did you ever examine the public records, or Register's Office, to ascertain what property Fosdick was possessed of? If so, when did you do it?

A. Witness went to Register of Deeds Office, at Lechmere Point, about the time of his trial, went no where else that he recollects.

Question by Captain Hull. When did you hear for the first time that Fosdick had been guilty of fraud as to the pay rolls? And who informed you?

A. Between the 24th January and 6th February, 1821, Captain M'Donough informed witness that Captain Hull had passed through Middletown on his way to New York in pursuit of Fosdick.

Question by Captain Hull. Who told you that by the copper Fosdick acquired his great wealth, or any part of it?

A. Witness says he does not recollect any body did.

Question by Captain Hull. What officers of the Navy-Yard told you they suspected Captain Hull, Mr. Binney, and Mr. Fosdick of being equally concerned in a gain of peculation, and when did they tell you this?

A. Witness says he don't recollect that any officer told him so.

Question by Captain Hull. What officer in the Yard were effected in their emoluments and situations by the combined efforts of Captain Hull, Colonel Binney and Mr. Fosdick, and who communicated these facts to you and when did you hear them?

A. Witness says no one was that he knows by the combined efforts of these men. Mr. Bogman did not have his allowance as witness has mentioned before, but witness does not know that Mr. Binney had any thing to do with that.

Question by Captain Hull. Please to state the names of every honest man, who was in the Navy-Yard when Mr. Fosdick was there?

A. Mr. Keating, witness don't know how many more there were that were honest; witness believes Sailing Master Waldo, Dr. Trevett are honest men, don't know how many others there were, it is a difficult question to say who is honest and who 'ant.

Question by Captain Hull. Please to state what honest men in the Navy-Yard were attacked by Captain Hull, Colonel Binney, and Mr. Fosdick, and who informed you they were thus attacked?

A. Witness says Mr. Keating for one, whom Mr. Fosdick

threatened to turn out of the Yard if he was so observant of things. this Mr. Keating told witness. It being noticed to the witness that the question was, what honest men were attacked by all three of the persons mentioned in this question ; he says he knows of none.

Question. Did you write letters to the Secretary of the Navy on the 4th October, 1821, 11th January, 1822, and 19th January, 1822, and are the originals, now shown you, the same you sent to the Secretary of the Navy ? The originals mentioned in this interrogatory, are the originals annexed to the proceedings of the Court Martial by whom Lieutenant Abbot was tried.

A. They are the originals.

Question by same. What honest men in the Yard were attacked by Captain Hull, Colonel Binney, or either of them, or obliged to recede before them or him ? State what such attack was, who informed you, and when you were thus informed.

A. Witness says, previous to his writing to the Department, he was told that Captain Hull threatened to cane Mr. Leman because he would not sign blank pay rolls, witness does not know who he heard this from, nor when nor where, except that it was previous to writing the Department as before stated. Witness does not believe that Captain Hull did so threaten, but he used improper language.

Question by same. Who told you that Captain Hull and Mr. Fosdick were connected together in company with the petty hucksters out side the Navy-Yard, and stated in your letter of January 11th, 1822, and when were you thus informed ?

A. Mr Childs told witness that Mr. Fosdick and Captain Hull owned the store, that he Childs had occupied. It being noticed to the witness that the question was not answered, witness says he took it from report, he can't tell from whom he had the report. Witness wrote his letter from reports in this particular. Witness formed his conclusion partly from what Mr. Childs told him. Mr. Childs told the above to the witness previous to 11th January, 1822, and since the 25th December, 1820.

Question by Captain Hull. Were you ever acquainted with Major Gibbs, referred to in your letter, January 11, 1822, and did you ever hear of him, what was the nature of your acquaintance with him, and what was he usually styled, or by what name or title was he called in the Yard ?

A. Witness says he was never acquainted with him, has heard of him, as to the nature of witness' acquaintance with him, witness had none ; he was usually styled Major, witness has heard him spoken of as Colonel by Dr. Trevett, as to the name or title by which he was called in the Yard, witness says Major. Witness most always speaks of him as Colonel.

Question by Captain Hull. Who informed you that Major Gibbs was traduced to the Department, as stated in your letter of January 11, 1823, as unfit to perform the duties of his station, and endeavoured to have him removed. and when were you thus informed?

A. No one told witness that Major Gibbs was traduced that witness recollects. Witness has an impression that Dr. Trevett told witness that Major Gibbs told him so as before stated, but witness will not swear that Dr. Trevett did tell him so.

Question by Captain Hull. Who told you that artful representations were made to Mr. Waldo? And what promises of advantages were made to him which were not fulfilled as stated in your letter of January 11, 1822, and when were you thus informed?

A. Witness does not know who told him this, unless it may be Mr. Waldo, previous to witness writing to the Navy Department and previous to witness showing the letter of the 11th January, to the Secretary; witness does not know what promises or that any were made to him.

Question by Captain Hull. What knowledge had you of Fosdick's talents, as stated in your letter of January 11, 1822, what means had you of judging of them? And what opinion from your knowledge did you form of his talents?

A. Witness says he knows that Fosdick was an accountant, witness got him to make up witness' account before he went out in the Guerriere. Being asked if he has knowledge of any other talents of Mr. Fosdick, witness says not that he knows of, witness says that he had no other means of judging of Fosdicks' talents, than as above mentioned, and what he has seen of him at other times. Witness being asked to state what he has seen of him at other times, says he saw him in the Yard, and conversed with him at the dinner table at Mrs. Peirce's. These are the greatest opportunities witness has had.

Question by same. What knowledge had you of Mr. Waldo's talents as an accountant, and how did you acquire this knowledge?

A. Witness has seen him write in his office and has heard him converse. Witness did not know he was a good accountant, but believes it from his writings and conversation. Being asked what writings, he says the journal of the Yard.

Question by Captain Hull. How do you know that Major Gibbs was hardly consulted in his own office? Who told you so, and when were you thus told?

A. Witness says he does not know who told him, witness does not know that Major Gibbs was not consulted in his own office.

Question by Captain Hull. When did you first become acquainted with Mr. Deblois, to whom you have referred in your letter of January 11, 1822? Did he at any time reside in the Yard or in Charlestown? And who told you that Mr. Deblois was beloved and respected by every honest man in the Yard, and when were you thus told.

A. Witness generally heard him spoken of in that character, witness never had any personal acquaintance with him before he called on him as before stated. Witness had seen him at the Yard before. Mr. Deblois did not reside in the Yard or in Charlestown, that witness knows. It was generally said of Mr. Deblois

that he was so beloved and respected. Witness was told so by Captain Renshaw, Mr. Waldo, and Dr. Trevett spoke of him in high terms, witness was told this at different times while he was in the Yard

Question by same. Who told you that an attempt was made to supplant Deblois in his office, as stated in your letter of January 11, 1822, and when was you thus informed ?

A. Witness does not know who told him ; says he must have heard of it by report. Witness took no particular pains to trace this report ; witness did not take any pains to trace this previous to his writing the letter. He has made some enquiry since about the time of his trial. Witness thinks he mentioned it to Dr. Trevett, asked him whether he knew any thing about it, what he said witness does not recollect. Witness don't know that he took any other pains.

Question by same. Did Mr. Keating state to you that he believed that Captain Hull would not be inclined to cause a reform, if a specific fraud was made known to him ?

A. Witness says that Mr. Keating did not so state but from his manner and conversation ; witness drew the inference himself, that Captain Hull would not be inclined to cause a reform where Fosdick was concerned.

It is moved on the part of Captain Hull that a commission be granted him, to take the testimony of Drs. Joseph G. T. Hunt and Samuel R. Marshall, in answer to interrogatories to be proposed to them respectively. The commission was ordered accordingly.

It being five of the clock, the Court adjourned to ten of the clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, TUESDAY, AUGUST 27, A. D. 1822.

The Court met according to adjournment ; present, all the members of the Court, the Judge Advocate, and Captain Hull, by his counsel Samuel Hubbard, Esq.

Lieutenant Abbot called again, and answered as follows :

Question by Captain Hull. Who told you that in the spring of 1816, Keating suspected Fosdick's management with the pay roll, and when were you thus informed ?

A. Keating told witness so himself when witness called on him, after witness' return in the Mary Ann Flora, and previous to witness sending to the Navy Department, witness letter of the 11th January, 1822.

Question by same. Who told you and at what time were you told, that Mr. Binney's clerk and Captain Hull's clerk, contrived to prolong for four or five months, a business that might have been done in three weeks, as stated in your letter of January 11, 1822 ?

A. Witness says he don't recollect.

Question by same. Were you ever told that many honest men in the lower classes were dismissed from the Yard, with an indeliable mark of infamy, and that many superior officers were oppressed or wronged, as stated in your letter of January 11, 1822, and if you ever were thus told, who did tell you and at what time, and please to state the names of the superior officers thus oppressed, and the honest men thus dismissed, or do you know that any superior officers were thus oppressed, and honest men thus dismissed, if so state their names respectively, and the means of your knowledge.

A. Witness says he don't recollect that he ever was told so; to the latter part of this question, witness says he has already stated about himself in regard to oppression. Witness does not know that any honest men were thus dismissed.

Question by same. Were you ever told that Captain Hull was concerned in a brick store, established several years ago at the Navy-Yard Gate, as stated in your letter of January 11, 1822, and if yea, by whom and when were you thus told?

A. It is witness' impression that he has been told so, by whom or when witness was thus told, witness does not recollect.

Question by Captain Hull. Who told you that Mr. Parmenter, Mr. Binney's clerk, has declared that he knew for a year or two before Mr. Fosdick left the Navy-Yard, that he was cheating in the pay rolls? And if you were thus told, when was it?

A. Witness says he heard Dr. Trevett say that he heard Lieutenant Caldwell say so. When this was witness don't recollect; it was before witness wrote to the Navy Department.

Question by same. By whom did you understand that Mr Binney makes up a large salary to Captain Hull's clerk, as stated in your letter of January 11, 1822, and when were you thus informed?

A. Witness says he don't recollect; being asked by Captain Hull, whether he was ever informed so, witness says it is his impression that he has been.

Question by same. To what person did Mr. Fosdick say that if he was pushed too hard, and obliged to surrender too much, he would expose certain other persons who were more responsible than himself, and when were you thus informed and by whom?

A. Witness says he don't know. Being asked by the Court from whom he understood this as stated in his letter of the 11th January, witness says he heard it at Mr. Thomas Childs, who was examined on witness' trial. Witness heard it from Childs or Mrs. Childs, witness don't know which, it was said by one of them that Mr. Fosdick had said so there.

Question by same. Who informed you that Fosdick, for three or four years before he left the Navy-Yard, lived in great extravagance, expending several thousand dollars per annum, entertained a great deal of company, and kept two horses and servants and a mistress; if you were thus informed, when was it, or were you ever thus informed?

A. Witness says it is his impression that he has been thus informed, but by whom witness says he does not recollect.

Question by same. Please to state fully and at large, "the most weighty and serious specifications" you purposely withheld, until you should receive orders from the Navy Department to divulge them as stated in your letter of January 11, 1822?

A. It was principally what witness expected to prove against Mr. Binney.

Question by same. Did those specifications relate in any manner to Captain Hull, if so, please to state them particularly?

A. Witness does not recollect how much of them related to Captain Hull; witness can say no more than it is his impression there were some, but what they were witness does not recollect.

Question by same. Please to annex true copies of the letters you wrote to Doctor Trevett, on the 19th or 20th of January, 1822, and a true copy of the letter you wrote the Secretary of the Navy, under date of January 2, 1821.

A. Witness says he did not keep copies of his letters to Doctor Trevett; the original of that of the 19th January, is annexed to the proceedings of the Court Martial by which the witness was tried, witness cannot give a copy of that of the 20th, the letter of the witness to the Secretary of the Navy, dated the 2nd January, 1821, is also annexed to the same proceedings.

Question by same. Please to state to what facts and circumstances, relative to the conduct of Captain Hull, you particularly referred, in your letter to the Secretary of the Navy, of January 19th, 1822, which would inevitably disgrace him if he were brought to a Court Martial?

A. The memoranda of Major Gibbs influenced witness' mind, and he had reference to other things which have been testified to as far as witness knew or had heard of them at that time, witness particularly mentions the language of Captain Hull to himself; referring to Captain Hull's telling him he might go to hell.

Question by same Did Doctor Trevett know of your intention to write to the Secretary of the Navy, previous to the 11th January, 1822, and did he at your request furnish you with some of the materials to enable you to write said letter? Or did any person or persons whomsoever assist you in composing or writing that letter, and if so, who?

A. Witness says he has answered the first part of this question before, and as to the latter part witness prays the judgment of the Court wheter he is bound to answer it. The Court having intimated its opinion that he was, because witness would not thereby criminate himself, witness says he answers this part of the question in the negative.

Question by same. At what period of time was it, that you contradicted the reports which you heard in Charlestown, that public property was taken out of the Yard? State with accuracy.

A. Witness says he can't say when, but he is under an impression, that he did contradict such reports.

Question by same. Did you at any time communicate to Captain Hull any unfavourable reports, you from time to time heard concerning the Navy-Yard ?

A. Witness says that he has already stated that he did not, witness thinks it is in his testimony.

Question by same. Who wrote to the Secretary of the Navy, or to any other person in Washington on the subject of the copper, previous to your visiting the springs in the summer of 1821, and who informed you of the fact ?

A. Witness says he does not know.

Question by same. Did you write the letter sent to Lieutenant Percival and signed a Spectator, which is here exhibited to you, if not do you know or can you say who did write it, and by whom was it sent, and can you say who wrote the letter to Mr. Caleb Peirce, dated April 24th, 1818, if so, please to state, and by whom was it sent ?

A. Witness says he did not write either, does not know who wrote either, nor can he impute them to any person.

Question by same. Was your duty very severe while attached to the station at Charlestown ?

A. Witness thought it severe at the time he wrote to the Secretary of the Navy, with Lieutenant Caldwell and Mr. Ferguson.

Question by same. Who told you that Varney was reputed to be worth about $10,000, and that he was very poor when he went to the Navy-Yard ? State the names of the persons who thus informed you and when ?

A. Witness read to Mr. Barker what witness had before mentioned, witness does not recollect how witness got it before that time ; it is witness' impression now that Mr. Barker did assent to it in words.

Question by same. Have you now in your possession the letters which you received from your wife in February, 1821, if so where are they, and will you produce them ?

A. Witness says they are at Newburyport if he has them at all, they are not here.

Question by same. After your return from Bristol to the Navy-Yard, previous to your going down to see your wife, did you write any letters to her, or to any persons in Newburyport, please to state ?

A. Witness does not recollect whether he did write to his wife ; it is his impression that he did write one letter to his wife, but witness can't say positively ; witness can't recollect that he wrote to any other person.

Question by same. By what means did you obtain the congressional report to which you have referred. Was it a report published the last session of Congress, or the session before the last ?

A. Lieutenant Webster let the witness have the report, witness does not recollect which session.

Question by same. Did you or did you not state to Captain Porter,

or any other person or persons, and if so to whom, that you had been deceived in regard to Captain Hull, and that you wished to withdraw your charges against him ?

A. Witness does not recollect any thing of the kind as the question is written.

Question by same. Please to state what you did say to Captain Porter, or to any other person and whom, on the subject of your being deceived, as it regarded the charges against Captain Hull ?

A. Witness says he did state to Captain Porter, that if he had been deceived in respect to Mr. Binney, he might be so as to Captain Hull, and was willing to withdraw his representations against Captain Hull, if he, Captain Porter, was willing, this was after witness' arrest ; witness adds, and if Captain Porter would withdraw his arrest of witness. Captain Porter had previously to witness' arrest told witness he might withdraw them if he choose. Witness can't state what Captain Porter's reason was, without taking time to recollect ; witness does not recollect now.

Question by same. Did you at any time propose to withdraw your charges against Captain Hull, provided he would affect an exchange with Commodore Bainbridge and leave this station ; if yea, to whom and who authorized you to make such a proposition, either directly or indirectly ?

A. Witness says no one authorized him, and he asks the judgment of the Court whether he is bound to answer the rest of this question. The Court room was cleared, and the question for consideration of the Court, being stated. whether the witness is bound to answer the rest of this question. The Court having considered thereof decided that he was, because an anwer in the affirmative would not subject the witness to any criminal prosecution. The Court room was opened, and the decision made known. Mr. Abbot further answered this interrogatory, and says that in the evening of the 5th February, 1822, Lieutenant Percival called at witness' lodgings ; he wished witness to withdraw what he called charges against Captain Hull ; he told witness he had had a good deal of conversation with Captain Hull ; that Captain Hull appeared rather distressed, and asked witness what gratification it would be to witness if Captain Hull was injured in any way, witness told him it would be none. Lieutenant Percival said that he wished witness to withdraw them ; he said he wished witness seriously to reflect, if what might be proved, and the amount, would be sufficient to put in competition with Captain Hull's fame, and the regret the country would have ; he mentioned the female part of his family how their prospects depended on Captain Hull's reputation. Mr. Percival kept Witness very late, and witness having been all day engaged with Captain Porter, was very nervious had his feelings much wrought upon, witness did not sleep, thought much of what Lieutenant Percival had said, got up early and went over to Charlestown to ask Mr. Tapley to come over as a witness. Witness went over early in the morning of the 6th February. Witness called

at the house where Lieutenant Percival boarded. Lieutenant Percival was not in; he came in soon after. After witness and Mr. Percival had had considerable conversation about Mr. Tapley's going over to testify, witness told Percival that he should have no objection to withdraw his representations which he had made to the Navy Dapartment, provided it could be done on honourable grounds, and he Lieutenant Percival was the friend to witness he appeared to be. Witness mentioned to him that Captain Hull could effect an exchange with Commodore Bainbridge and could leave the station without any injury to himself, as Captain Hull had mentioned that he wished to leave the station on account of his health; he talked of going to sea. Witness told Lieutenant Percival that he might make a proposition of that kind, that if it was done it was to be done in a manner not to involve witness. Witness was not to be arrested in consequence of it, it was no advantage to witness at all Lieutenant Percival mentioned that Commodore Bainbridge was an enemy to Captain Hull, and it would be ungenerous to have his name mentioned, witness said he had no authority from Commodore Bainbridge and his name might be left out. Witness told Lieutenant Percival that if any thing of this kind was brought about it must be done immediately. Mr. Percival asked how soon, witness told him by 12 of the clock. Mr. Percival said it was not chivalrous, witness ought to allow 12 months, Captain Hull's situation was such he could not leave before, that he himself was not ready to leave the station, and he should have to, if Captain Hull did. Witness mentioned 6 months, Lieutenant Percival said he thought Captain Hull would accept of it. Witness told Lieutenant Percival that he might take his pen and put the heads of what witness had said on paper; he did so and read them to witness. Witness says that he did not think of the impropriety of this at the time, but after he had reflected upon it he was aware it was not correct. In the course of the conversation the evening before Lieutenant Percival stated, that Captain Hull did not send him to witness. Witness also stated to Lieutenant Percival, that Captain Hull might no doubt get orders for the Macedonian.

Question by same. Did you at a subsequent time go to Lieutenant Percival and desire him not to mention it, and as an inducement to him, did you or did you not state to him that he might be implicated with you, and you might both be broke, or words to that effect?

A. Afterwards witness fell in with Lieutenant Percival by accident some where about the Navy-Yard, and witness said to Lieutenant Percival, that they had been imprudent, and that they might get involved Lieutenant Percival said he was not a damn fool, and immediately said Abbot if you bring up the bribery business you will play the devil with me. Witness said he had no wish to injure him, and it would depend on circumstances.

Question by the Court. What reasons had you to believe, on the 11th January, 1822, that all the officers, Commodore Bainbridge

excepted, who recommended Fosdick to the Navy Department for different situations in the Yard, did not suppose him honest? Who were the persons that so recommended him?

A. It was witness' impressions at the time, it is impossible for him to state how he got them. Witness does not know who did recommend Mr. Fosdick.

Question. To what persons did you refer in your letter of the 19th of January, to the Secretary of the Navy, as those, whom Captain Hull must have disgraced, or be disgraced himself, if he remained upon the station?

A. Witness meant those who talked about Captain Hull, witness cannot state who the persons were.

Question. At the time you were compelled to do duty in the Navy-Yard, by Captain Hull, without an allowance for chamber money, were there any other and what officers, with orders similar to yours, who were exempted from the duties to which you were subjected, or who, being required to perform them, were allowed chamber money by Captain Hull?

A. There were no other officers who had similar orders, that were allowed chamber money, as he knows when witness was not, it was stopped at the same time to all, there were some officers who did not perform the same duty as witness, but whether their orders were similar or not, witness can't say.

Question by the Court. Why did you wish Captain Hull to be removed from this Yard, to one of a similar description?

A. Witness had no motive other than what witness thought was due to witness' character; he thought Captain Hull ought to make some little sacrifice. Witness did not expect to remain on the station; he did not expect any advantage from it, let who would be here.

Question by Captain Hull. Was it not one of your reasons for desiring to be reported for duty, that you might receive chamber money?

A. It was, and witness says this escaped his mind at the moment he was testifying to the conversation with the Secretary, in New-York. Lieutenant Abbot being apprized that the Court had no further questions, he produced to the Court two papers which are in his hand writing, and are annexed, he could not, he said, vouch for the truth of them. [See Appendix.]

William G. Fullick was sworn and testified that he was employed in the Navy-Yard, in the summer of 1820, as a painter, beginning in the month of June, and continued about 3 weeks

To the first general Interrogatory. He says that he was employed to paint Captain Hull's houses, and Elnathan Holmes a painter and in Governments employ, gave witness some paint stuffs; white lead shaded with black and yellow for inside painting, and oil, and brushes out of the public paint shop, where the paints were usually kept. Witness can't state precisely how much he has so received, can't say whether he received it more than once from Mr. Holmes. Witness has taken some out of the shop himself, it was always in paint pots, and these were used on Captain Hull's ten

foot buildings, but whether these paints stuffs were public property or not, witness cannot say. Witness being asked how much in all was probably taken, says he rather expects that all was used on that building, came from the same shop, this shop in which the public paints were kept, was in a brick building outside of the Yard. Mr. Hoppin and Bacon both workmen in the Yard were employed in painting Captain Hull's houses; Bacon painted the inside. Witness also worked on another building, and witness took the paints for this from the other building. Witness does not know of any paints being carried from the Navy-Yard to Captain Hull's brick house, or that any were brought from the house to the Yard. Witness being further questioned whether he has any other reasons for believing that public property was so converted to Captain Hull's or others private use, he says he does not.

To the second general Interrogatory. He says when he settled for his time, he came up into a room in the Navy-Yard, and was asked how many days he had worked for Government and how many for Captain Hull. Witness stated this accurately, and received the whole amount of his pay. Witness does not recollect any other persons working for Captain Hull, who at the same time worked for Government except the two before mentioned, but whether they were paid by Government for the same time in which they were employed on Captain Hull's house, witness can't say nor does he know. Witness has no reason to believe they were. Witness has heard a good many reports but put no confidence in them.

To the third general Interrogatory. He answers in the negative.

To the fourth general Interrogatory. He answers in the negative.

To the fifth general Interrogatory. He answers in the negative.

Question by Captain Hull. Do you know that Captain Hull knew from what place you took your paints, or who handed them to you, or did you ever receive any direction from him on the subject?

A. Witness says he can't say that Captain Hull knew, witness never received any direction from him.

Question by same. How many receipts did you sign at the time you were paid for your services on Captain Hull's house, and for Government.

A. Witness says he signed several, he can't say how many. He signed three when he was first paid by Government; a paper bearing witness' receipt of payment from Captain Hull for the time witness worked for him 5 1-2 days was produced, and witness says William G Fullick, there written, is his signature, and the receipt is correct.

Mr. R. Knox, called again and answered as follows:

Question. Did Lieutenant Abbot apply to you for an anchor for his boat?

A. He can't say he did, but believes he did though it had escaped his mind, and witness gave or lent him half of a double headed shot, Captain Hull did not know this, and witness is not sure that this

was not his, the witness own. It was worth above 20 cents, as old iron ; good for nothing else.

Question Have you at any time and when called upon Doctor Elliot to induce him to qualify in any manner, testimony which he might be called upon to give before any court ; if yea, by whose directions did you so call ?

A. Witness says thathe has not ; he has not spoken with him on the snbje t of his testimony, since Mr. Abbot's trial, witness is sure of this, he knows he has not. Being asked if he ever called on Dr. Elliot at any time, at the suggestion or by request of Captain Hull, witness says he did not, that Captain Hull was stating one day what he understood Doctor Elliot would testify at the trial of Mr. Abbot, witness observed to Captain Hull that Doctor Elliot was a relation of his, and he would call and see him, and learn what his testimony would be. Witness did so, and found it would be as Captain Hull had heard it. Witness never had any idea of influencing Doctor Elliot's testimony, nobody who knows him would think such a thing possible.

Question by Captain Hull. Did you ever have any confidential coversations with Lieutenant Abbot on the subject of the affairs of the Navy-Yard ; if yea, when and what was the purport of such conversations ?

A. Witness says he has not. Mr. Abbot was always remarkably reserved. Witness had never so much conversation or intercourse with him as with any other officers in the Yard ; he always appeared to be a distant reserved man.

Question. Have you any reason to believe that any iron belonging to the United States has been taken from the Yard, since commanded by Captain Hull, for the private use of any person ? If yea, please state them.

A. Witness says he has no reason to believe so, except some little things, two tripods and a toasting iron ; it was said these were made for sailing-master Waldo and Dr. Bates, but witness does not know ; witness knows this only from hearsay ; but Captain Hull, as witness believes, did not know of them.

It being 5 of the clock, the Court adjourned to ten of the clock, A. M. to-morrow.

WEDNESDAY, 28TH AUGUST.

The Court met pursuant to adjournment ; present, the President and Members. A note was received from the Judge Advocate, accompanied by a letter from Dr. Gorham, stating his inability to attend from sickness.

The Court thereupon adjourned to meet to-morrow at 10 o'clock, A. M.

JOHN RODGERS,
President Court of Enquiry.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 29TH, 1822.

The Court met according to adjournment ; present, all the

members, the Judge Advocate, and Captain Hull, by his counsel, Samuel Hubbard, Esq.

William Keating, assistant to the Store-keeper in the Yard, was sworn, and testified that he has been in the service of the United States between twenty-five and twenty-six years, and attached to this Navy-Yard ever since it was established.

To the first general Interrogatory. In 1817, witness saw some timber going out of the Yard, to move some houses upon; witness took notice of two sticks, and saw the house on the two, this was a house now converted into a store; this house was on land outside of the Navy-Yard limits, and belonged to Captain Hull; witness does not know by whom the timber was carried out; witness was in the store where he usually keeps, and heard Captain Hull's voice saying to somebody, take notice of this timber and see it comes in again; witness does not know that that timber has been brought in again, but has been told that it has. Witness says that some nails have been loaned to Captain Hull's people at different times, by desire of Captain Hull, and he said to witness, let them have some nails and I will pay them back; witness let them have three hundred pounds, and received back three hundred and twenty pounds, out of some nails which Captain Hull had sent to the Yard for his own use; the difference was taken by witness to make up the difference in the quality and price of the nails; the nails which Captain Hull had, being smaller than those witness took in return; witness is certain that he received back an equal value of nails, and of such kind as were equally useful to the United States as those which Captain Hull took. The United States have since bought such kind of nails as those Captain Hull returned. Witness being asked if he knew of any other instance of property being taken by Captain Hull, referred to his minute book of articles received in store, and under date of the first of May, 1816, appears this entry,—one bolt Russian Duck; and against this in red ink, Do. Mr. Fosdick one bolt Ravins. Do. D.D. Mr. Fosdick; those articles appear to have been received from John Binney for the Prometheus. Witness says the above articles were taken out by Mr. Fosdick's direction; they were not taken for the use of the Yard; witness believes they went to Mr. Fosdick's private use; there was no receipt taken for the delivery of this canvass; no articles were usually delivered without an order in writing, or on requisition. It further appeared in said minute book, that on the third of June, 1816, one bolt of Ravens Duck was received from the Navy Agent for the gunner; but this was delivered, as appears by witness' memorandum in red ink, to Mr. Fosdick. Mr. Fosdick came with Appleby, the Purser's Steward of some vessel, and directed witness to save this bolt of Ravens Duck for him; witness don't know where Appleby is, has not seen him for many years; there also appeared in said book, this memorandum, 1816, June 12th, one bolt Ravens Duck, and in red ink, D.D. Mr. Fosdick, by Lee; this, witness says was delivered by direction of Mr. Fosdick to his servant Lee without a receipt.

There further appeared in said memorandum book, the following entry, 1818, Oct. 8, 205lbs.wt. 9 1-2 boxes sperm. candles which came from Frigate Congress, February 24th, 1816, (these, witness says, came from the Navy Store, and were intended for Lewis Deblois, Purser, and so is the entry on this book.) These candles had been in the Navy Store ever since the 24th February, 1816. On the 8th October, 1818, as above, an order was brought by Mr. Wyman, now dead, but then Purser's Steward, on the Store keeper, to deliver the above candles; witness did so, and took Wyman's receipt on the order. On the 30th November following, Mr. Fosdick came to the store and asked witness for this order and receipt; witness showed it to him, and Mr. Fosdick took it, put it in his pocket, and carried it away; witness immediately made the following memorandum in red ink against the above entry: Note, Mr. Fosdick took Mr. Wyman's receipt, November 30th, 1818, for the above 205lbs. of candles. There appears on said book the following entry, 1817, November 12th, twelve table spoons, one ladle and pair of sugar tongs, all silver, and two large table cloths, of Frigate Java's stores, gave Captain Morris, May 23rd, returned; also. two mahogany tables, (after being repaired by Mr. Foster,) of Java's stores.

It appearing by Mr. Keating's memorandum, that articles have been delivered from the Navy Store, apparently for the use of Captain Morris, one of the members of this Court. Captain Morris requested that the circumstances attending the same may be now enquired into, that it may appear whether the transaction was such as to render his continuance upon this Court proper or improper; whereupon the following questions were propounded to Mr. Keating by Captain Morris.

Question by Captain Morris. Do you know what ship I commanded on the 12th November, 1817?

A. Witness says he does not.

Question by same. Do you know whether I receipted to the Navy Store-keeper for the articles enumerated in your memoranda?

A. Witness says he does not.

Question by same. Were the articles enumerated in your memoranda as having been delivered to me, all returned, and were they all returned in good order?

A. Witness says he does not know as to the two mahogany tables, but as to the other articles, they were returned, and in good order.

Here Captain Morris desired to be admitted to explain this transaction, and was duly sworn, and thereupon testified.

Captain Morris stated, that in the month of November, 1817, he commanded the Frigate Java, then in ordinary, and not in a situation to accommodate him on board. Witness drew from the Navy Store such articles of her cabin furniture as were necessary to his convenience at his quarters on shore, for which he signed receipts to the Navy Store-keeper. Those articles witness returned to the

Navy Agent, or to the Store, in the month of May following, having been ordered from the Frigate Java to the Portsmouth station. The receipt given by him to the Navy Store-keeper was returned to him, Captain Morris, and, as he presumes, destroyed.

Mr. Keating being called again, and questioned whether he knows of any other instance of public property being taken for private use, says, he knows of none. Being asked if he has any reason to believe there are other instances ; he says, as to believing, he can't say, but he has been told things : being directed to state what he has been told, and who told him, he says that one day Major Gibbs told the witness to go look at a stone or stones over a well, which is outside of the Yard, and between Captain Hull's and Mr. Barker's estates, one half on Captain Hull's, and one half on Mr Barker's land. Witness went and saw there a stone or stones, and came back ; Major Gibbs asked if he saw it, witness said he did; Major Gibbs said it was taken from the Yard. Major Gibbs went up stairs, as witness understood at the time, to make a memorandum of this. Witness further states, that Major Gibbs told him he meant to keep a memorandum of all these things that went out of the Yard. Witness being asked the occasion of Major Gibbs' keeping such a memorandum, said, that Major Gibbs appeared to be very much put out with Captain Hull, because he would not break open a window for him in his office, agreeably to his request.

Witness, on recollection, refers to other entries in his book, viz. on the 12th May, 1817, 137 gallons of rum, one pipe received of Samuel Clark ; and, in his memorandum book witness refers to another entry of his, viz. 1818, memorandum, lent Samuel Clark from Navy Store, one hundred and thirty seven gallons rum, one pipe, fifty brooms, one pound of 4*d* brads, thirteen and an half pounds copper boat nails, 12 pounds whipping twine, four hanks, and witness says that he delivered Francis M'Kenney for said Clark, three barrels of rum out of said pipe by order of Mr. Fosdick, and as to the residue of this pipe, one day Captain Hull was attending to the weighing of sheaves in the shop where this pipe was, and it being in the way, he ordered the men to take it and carry it out to the wharf, and they carried it down to Carleton's wharf, what became of the three barrels, or the residue of the rum in the pipe, witness does not know, he understood that Clark was supplying one of the public vessels, he can't say what, and that the three barrels went there, but don't know. Witness also delivered the other articles mentioned in this memorandum, to said Clark with the knowledge or assent of Mr. Fosdick, these were never returned. One day about six months after the above rum was received, Wyman the Purser's steward had examined it, and said it was 10 per cent below proof, and the pipe remained in the store, as before stated. Captain Hull noticed this pipe in the store more than twice ; he asked what is this, witness answered it is the pipe of rum, then Captain Hull said not gone yet ; witness told Captain Hull that it was so bad Mr. Wyman would not have it. Captain

Hull said it was not paid for, nor would be paid for. Witness being asked again whether he has any reason to believe that any other public property has been converted to any private use, he says he has none. Being asked if he believes that any copper has ever been taken for private use, he says he does not believe there ever has been any. Witness being asked if he had ever mentioned the delivery of the Duck as above stated to Captain Hull, and if so when, he says that he did not until six months after Captain Hull went to New-York, after Mr. Fosdick's fraud was found out, as near as he can tell, witness is sure it was after Captain Hull returned from New-York; witness being asked if he ever told Captain Hull that he had delivered the articles above mentioned to Samuel Clark, says he never did. but he mentioned it to Mr. Fosdick who was then assistant storekeeper, in order to get these articles back. Being asked whether Captain Hull knew that the 205lbs. of sperm. candles, were delivered to Wyman for Mr. Deblois, witness says he did not know it until lately, within a fortnight when witness told him of it The books witness kept were opened by Mr. Fosdick, and witness was directed by him to keep them in the manner in which he has kept them. Being asked if Captain Hull ever looked at these books, witness says he may have looked at them when witness showed him any particular entries, but witness can't say he ever did at any other time; he would look at them when he asked if any particular thing had come or was gone, and then witness used to take the book, and show him; the books were always in an open place until latterly, and latterly he has locked them up.

To the second general Interrogatory. He says he knows of William Sheridan, who has been employed in Captain Hull's garden, this is the chief of his work; he stands on the books as a labourer, and comes down to the Yard and answers to the roll call as other labourers do; his wages are not known to the witness, but the common rate for labourers wages are ninety six cents, and no liquor found, witness has allowed him to answer to his name, when witness knew he was at work for Captain Hull, by directions of Lieutenant Percival. From the spring of the year Sheridan is chiefly employed in Captain Hull's service, but when he is not, he is at work in the Yard, William Sheridan has been so employed about 2 years, witness further says that James Sheridan, who stands on the books as a labourer and answers to his name, is, and has been employed by Captain Shubrick for his private use, James works for Captain Shubrick about half his time, and has been so employed about one year and a half, witness says he was directed by Lieutenant Percival to receive James Sheridan as a labourer on witness' roll while James was so employed for Captain Shubrick; witness also mentions Oliver Mace, who stands as a labourer on the books and has been in the Yard about four months, said Mace has been employed a quarter, and sometimes more than a quarter of a day every day for Doctor Bates' private use and at the same time

has been allowed pay in the Yard, he has been sometimes wanted in the store when absent. Witness being asked if he believes, or has any reason to believe, that there is any other instance, than those he has mentioned of the employment of men in the pay of Government, for private use of any person, he says he does not believe there is, and has no reason to believe there is, as to the cattle or beasts of Government, he says he knows of no instance and has no reason to believe that they have been employed for private use. There has been a great deal of talk about little jobs being done for one and another of the officers, but witness did not give any attention to them at the time, if they had made any impression on his mind that they were worth notice, he should have inquired into it. Witness has heard this talked among the people in the Yard, but he can't say who ; it appeared to witness that it was a kind of jealousy among the people because they had not the same things done for them ; it seemed to witness to be very trifling matters, not worth examining.

To the third general Interrogatory. The witness says, as to accounts he knows nothing in respect to them, as to surveys of stores, witness says that before the last survey which was in December and January last, the copper was not all weighed, the weight of what was in boxes, that had never been broken open since brought into the Yard and was in the cellar, was taken from the books ; the rest was all weighed in the last survey, the whole copper in the store was weighed, except what was in whole boxes, the weight of them was taken from the books, the manner of weighing it was as follows : it was weighed in the store where it had been kept and carried as fast as weighed to another store at the lower end of the Yard ; thus all that was in the store was weighed except the whole or unbroken boxes, and among the copper so weighed and carried to the other store, were fifteen hundred pounds of bolt copper which had before been charged to Mr. Barker for the new ship now on the stocks ; also about eleven hundred and ninety-two pounds of copper rods, which were a part of a quantity charged to the new ship on the stocks, Mr. Barker receipted for this when the survey before the last was made ; these ought not to have been included in the last survey, because they had already been marked as expended on the store keeper's books and charged to the new ship, witness did not observe nor does he know who attended to this survey, witness does not know whether Captain Hull was here or absent at this time ; as to Captain Hull's care of public property, witness knows of no instance of neglect, he has appeared to be always very attentive in this particular ; he has directed witness not to let any of the men's chests to go out of the Yard without examination, for fear of public property being taken away, Captain Hull was careful, always very cautious to save public property from waste, witness has often heard Captain Hull talking to the men employed, spurring them on with as much alacrity as though it was for himself the work was doing. Witness being asked as to Cap-

tain Hull's care of public property in the hands of men employed witness has seen old iron from the Constitution when she was repaired carried to the blacksmith's shop, but it was not weighed as witness knows, it was not the duty of witness to weigh it. Witness does not believe a pound of this has ever been taken out of the Yard for private purposes, and he has no reason to believe that Captain Hull ever neglected to look after the property of the United States, in the hands of men employed in the Yard ; witness has never seen any iron new or old improperly used, and has no reason to suppose that any of it has been improperly used.

The Court adjourned to ten of the clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 30TH, 1822.

The Court met according to adjournment ; present, all the members, the Judge Advocate, and Captain Hull, by Samuel Hubbard, Esq. his Counsel.

Mr. Keating, called again.

To the fourth general Interrogatory. He says he has no reason to believe that Captain Hull neglected any measures for the detection of Fosdick's fraud, because he was not informed of it by witness till January, in 1821, as witness believes, witness gave him no information of the fraud before that time, he gave it only to one person. Witness says he has not any reason to believe that Captain Hull had any concern in the fraud whatsoever. Being asked to state what witness knew of this fraud before it was publicly known, witness says that he had reason to believe it in July, 1816, the latter part of July, witness is positive as to this time because Fosdick one day said to witness, speaking of witness' rolls, that witness bore with a heavy hand. Witness says he used cartridge paper for his rolls, and against the names of men who worked, witness set figures ; 1 for the first quarter of a day, 2 for the second, and 3 for third, and 4 for the last quarter of the day, so that when a man worked the whole day, the figures 1, 2, 3, 4, were set against his name in the column of that day, and when a man did not work the whole day, a straight and thick horizontal mark was made against the name in the proper column, and so if he worked one or more quarters, but not the whole day, figures were put in the place of the column for the time he did work, and straight marks in the spaces where the figures would have been put if he had worked the whole day. It was of the thickness or heaviness of these marks that Mr. Fosdick spoke, this led witness to look at one of his rolls at the time above mentioned where the straight mark appeared to have been erased, witness held it up to the light and plainly perceived this mark had been erased, and figures nearly like his own written instead. Witness remembered that there had been no work done by that man on that day, against whose name this erasure was made. Witness says he showed this to Henry Tolman, and he held it up

to the window and saw the erasures as witness did ; witness recollects that there were three days work thus inserted in the roll, now spoken of, against one man's name, but witness does not recollect the name, that roll is not now in the witness' possession, he gave it to Mr. Fosdick at the time of paying the men, it was from this that Fosdick was to take the men's time. Witness believes that Fosdick paid the men of the Yard at that time, but witness did not see him pay them. Witness says he did not take notice of like erasures in any other of the rolls at that time, witness says that he went on a Saturday soon after to Doctor Matignon, the Roman Catholic Priest, and told him of this discovery, witness went also another Saturday, and then Doctor Matignon told witness, to make it known to one high officer and one only, witness thought it best to give the information to Mr. Binney the Navy Agent. His reason for this was because Mr. Binney having it in his power to bring these things to a right point, he having the pay rolls in duplicate, one he sent to the Government and the other he kept himself, and he had the means of examining, which Captain Hull had not. Being asked why he did not communicate this also to Captain Hull, he says he felt himself under obligation to communicate it only to one, witness is and always has been a Roman Catholic and Doctor Matignon had been witness Director for 16 years, and as he directed witness to tell the above to one person only, witness felt himself obliged to obey Doctor Matignon. The first Saturday night witness went to Doctor Matignon he said, that he told Doctor Matignon, that in the place where witness was, there had been a fraud committed, and witness had no hand in it, but it was a trouble to his conscience. Witness was told by Doctor Matignon to come again, witness did so as before stated, and then Doctor Matignon gave the direction to tell one person only. Witness went to Mr. Binney's Office, told what he has above related, except he does not remember whether he told Mr Binney that he had been to the Priest, Mr. Binney told witness to keep a duplicate roll, witness did so and commenced the next day. Being asked if he had no other reason for not communicating to Captain Hull what he communicated to Mr. Binney, he said he had not, that was the only reason. Witness being asked if he knew what Captain Hull did about the detection of this fraud, witness said that soon after it was first made known to the witness in January, 1821, on the same day witness was sent for to go to Captain Hull's office. He went there but before he went, Mr. Ethridge came to witness for his muster books, witness said he had no muster books ; witness had the copies but witness did not mention these to Mr. Ethridge, Captain Hull sent for witness, witness went to the office, Captain Hull asked witness for the muster books, witness told him he hadn't them, Captain Hull said Mr. Binney told him that witness had them, witness said he had copies of them ; Captain Hull said that was what Mr. Binney meant. Captain Hull asked the witness why he had not told him of it, meaning the fraud before, witness replied he was under obli-

gation not to, Captain Hull said the country is ruined, who am I to trust to, I had as much confidence in him, meaning Fosdick, as any one of my family. Witness got the copies of the muster books, and gave two of them to Mr. Bates. Witness does not know what Captain Hull did more than as above stated. Witness says he has no reason to believe that Captain Hull had any improper connection or concern with Fosdick in this fraud.

To the fifth general Interrogatory. Witness says he knows of no instance except one; that Capt. Hull always treated witness very well except one time; that one day witness was in the Yard, and had a chance of speaking to Captain Hull, and witness told him that he was very much distressed and in debt, and witness wanted more pay and wished Captain Hull to allow him more; Captain Hull answered witness as he thinks rather short, that witness was well enough. Witness said no more, but he thought he ought to have more allowed him. Being asked how much he had at the time, he says 35 dollars a month in all, but he lost a quarter on every dollar by Treasury Notes, and this was the cause of witness' getting in debt. Witness has heard some talk about the Yard of chamber money being stopped; but these things never bore upon witness' mind, he does not know who the men were, or what things they were that were spoken of, but whether officers had a right to these things or not, witness does not know.

The muster books which have been sworn to by Mr. John A. Bates, as being those by which himself and Mr. Parmenter ascertained the amount of the fraud committed by Fosdick, were then shown to the witness, and he was asked by the Court if they were kept by him, and if they contained a true and correct account of the labour performed by the mechanicks and others in the Yard, during the period they refer to, viz. from the 31st July, 1816, to 31st December, 1819.

A. Witness says they did when they left his hands; witness has no reason to think they are changed or altered.

Question by Captain Hull. Please to state the first time that Lieutenant Abbot called on you, as nigh as you can recollect, and then say what facts, if any, you communicated to him.

A. Witness says that on the evening of a certain day, Lieutenant Abbot came to witness' house, and showed witness the Secretary of the Navy's letter, the original of which was exhibited to witness, some time in the preceding part of that day, Lieutenant Abbot told witness he would come to witness' house in the night; this was after Lieutenant Abbot's return in the prize vessel which witness understood to be a prize to the Alligator; the witness thinks the name of the prize was the Mary Ann Flora, but witness don't know, witness says that after Lieutenant Abbot's return in the prize vessel, and before the meeting above mentioned at his house, he saw Lieutenant Abbot in the Yard several times. The first time was shortly after his return. At this time, witness can't

say whether witness spoke to Lieutenant Abbot first, or he spoke to witness first. Witness does not know who spoke about Fosdick first, whether witness or Lieutenant Abbot, but they did talk on his business, and witness told him as he thinks about the canvass, and about the rum, and about the paper, and showed him the entries in the book testified before in witness' answer to first General Interrogatory. Witness don't recollect really what he told Mr. Abbot about the paper, but he told him that in his opinion there were 12 bundles made out of 8 reams, and they, meaning Samuel Clark and Fosdick, wanted him to sign the receipt for it, as if it were 12 reams, but witness would not, knowing there was not a ream in each. This paper does not appear on witness' books. This paper was so brought to the store, in the year 1817; but witness did not tell Mr. Abbot when it was, he did not then know, witness showed his books to many other persons, and he showed them to Mr. Abbot as he did to others, he showed them to any body in the Yard.

Question by same. Will you state what took place between you and Lieutenant Abbot, when he called at your house with Doctor Trevett?

A. Lieutenant Abbot came in the night before mentioned with Doctor Trevett, Doctor Trevett said to witness this is Lieutenant Abbot, and you will please to show what information you have, relative to his letter of the Secretary, Lieutenant Abbot then produced the letter of the Secretary of the Navy before mentioned, and read it to witness, then witness read it himself; while this was passing, Doctor Trevett went down stairs into the kitchen where witness' wife was, after witness read the letter, he showed Lieutenant Abbot the books, before mentioned, and Lieutenant Abbot took notes of the canvass, the rum and the candles, as before mentioned, in the witness' answer to the first Interrogatory; Lieutenant Abbot asked witness what about the copper, witness told him it was impossible to come at the weight of it; witness was speaking of all the copper in the store, what was in the boxes which had not been broken, as well as what was not. Witness told Abbot that when the boxes of copper came in they were examined and compared with the invoices and found to be correct, that is, some of the boxes, one of each kind there were five kinds opened, and compared with the invoice, witness is sure he told this to Mr. Abbot in substance, he thinks he must have told him this in substance, because witness told Mr. Abbot that the former surveys of copper in the boxes were taken from the foot of the books showing what was on hand and that there was no other way of getting at the weight but by weighing it, witness was at that time in doubt whether the copper was right. This doubt arose in witness' mind from its not having been weighed. Witness says he did not tell Mr. Abbot that he had any doubts of the copper being short, but he told Mr. Abbot that it was impossible to give any account of it. Lieutenant Abbot remained there about 3-4 of an hour, or an hour; when he

went away, Doctor Trevett went away, they went out of the gate together

Question by same. For what purpose did Doctor Trevett call on you, with Lieutenant Abbot ?

A. Witness considered that Doctor Trevett being more acquainted with witness than Lieutenant Abbot was, came to induce witness to speak on these subjects more freely to Lieutenant Abbot.

Question by same. Did Lieutenant Abbot ever call on you again in relation to this subject, and if so, when was it and what passed between you ?

A. Witness says that when he came, he brought a large letter, which he read parts of to the witness ; the letter being read to witness, he says, some parts of it were read and some not, of those parts which related to witness all of which were read to him as well as others ; witness says that Lieutenant Abbot did not read the following : "From the views he had of Captain Hull and Mr. Binney he was apprehensive that neither of them would be inclined to cause a reform ;" and also, as follows, first, "the rumours which have been current for several years at the Navy-Yard, that all was not right with regard to the copper." How these rumours originated, or when I am not able to trace, but remember hearing them when I first came upon the station. The witness remarking on the last paragraph but one in Abbot's letter, which was read to witness, says that he told Mr. Abbot at the time that he had a true copy of the book, which Mr. Fesdick kept, and this book took the place of the original in all surveys of the copper. Witness adds that since that time the original has been found and is now in the hands of Doctor Bates. Witness has not compared the copy with the original, but believes it to be correct ; when Mr. Abbot read that part of his letter respecting the copper, witness says he objected to it, being asked what he objected, he says that no one could say any thing about it, for it was impossible to know that any was missing, or that there was more or less than there ought to be, without weighing it. It appeared to witness, by Mr. Abbot's actions, that he wanted to make it appear that there was something wrong about the copper, he seemed to intimate that it could not be right. He contended from the first, when he came to witness' house, that the copper was wrong and witness contended that nobody could know whether it was right or wrong until it was weighed, witness' impression at that time of Mr. Abbot was that he wished to know the truth, but he wanted it should turn out rather the copper wanted weight, than that it was right. Witness does not recollect any thing else that passed at that meeting.

Question by Captain Hull. Did Doctor Trevett come to your house for the purpose of ascertaining the frauds committed in the Navy-Yard, if not, for what object did he come ; and was he at your house more than once ?

A. Witness says he never came for this purpose, except with Mr. Abbot as before stated.

Question by same. Did you ever tell Lieutenant Abbot, that many honest men, or any honest man, in the lower classes had been dismissed from the Yard with an indeliable mark of infamy, if so, when did you thus tell him?

A. Witness says he never did.

Question by same. Do you know that any honest men were dismissed from the Yard with an indeliable mark of infamy, if so, who were they, and when were they so dismissed?

A. Witness says he knows of no one, if there had been such instances, witness would have known it, men have been discharged for being drunk or coming late, but for no other cause, except for want of work.

Question by same. Did any person ever threaten to turn you out of the Yard, if so, who thus threatened you and when was it?

A. No; no one has ever threatened witness to turn him out of the Yard.

Question by same. Did you ever tell Lieutenant Abbot that the reason why you did not tell Captain Hull that you suspected Fosdick of fraud in the management of the pay rolls was, because you were apprehensive he would not be inclined to cause a reform?

A. Witness never did tell him so.

Question by Captain Hull. Did Lieutenant Abbot ask you at any time, and if so, at what time, why you did not communicate to Captain Hull the suspicions you had that Fosdick was committing a fraud in the pay roll. If yea,, what did you say?

A. Witness says that Lieutenant Abbot never asked witness so; but witness told Lieutenant Abbot that the reason he did not tell Captain Hull, but told Mr. Binney, was that witness was under an obligation to tell only one person, that Mr. Binney had the pay rolls, and could better find out the fraud of Mr. Fosdick than Captain Hull could, and witness therefore told Mr. Binney. This was either at the time Lieutenant Abbot showed witness the Secretary's letter of the 12th November, 1821, or Lieutenant Abbot's own letter before mentioned. Witness at the time of the discovery of the fraud, was asked by Captain Hull, why he did not tell him Captain Hull this before, witness says he told Captain Hull he was under a religious obligation to tell it only to one person and for the reasons before stated he thought it best to tell Mr. Binney, and if there had been a triplicate pay roll, witness should have selected Captain Hull.

Question by Captain Hull. Did you at any time previous to the 11th January, 1822, tell Lieutenant Abbot that you believed there had been mismanagement in regard to the copper, or in any way give him to understand that you believed that things were wrong in relation to the copper, if so, when did you thus tell him and what did you say to him?

A. Witness says no, he did not; he did not know it was wrong, it has turned out since that it was right, the increase in the weight

mentioned in the last survey was occasioned by taking what was charged as expended, as if it was in store, and witness did not give Mr. Abbot to understand that it was wrong.

Question by same. Did you at any time, while Fosdick was in the Yard, believe that he committed any fraud, in relation to the copper in the Yard, belonging to the United States, if so, what was that fraud ?

A. Witness says, that seeing Mr. Fosdick and Mr. Revere a good deal together, and knowing as he did in 1816 of the fraud committed as before stated in his muster roll, witness suspected something of Mr. Fosdick, but it now turns out from actual weight that the copper was all right. Witness says he never communicated his suspicion to any body whatever, this is the first time he ever spoke of it.

Question by same. Did you tell Lieutenant Abbot that major Gibbs was circumvented, and that he was injured in his character and office, and that his good name was unjustly assailed ; if so, when did you thus tell him ?

A. Witness did tell Mr. Abbot that major Gibbs was not well treated, but witness did not tell him how, or in what particulars; Mr. Abbot called Major Gibbs Colonel in his letter, and witness told him he was not Colonel, but Major.

Question by same. Have you had at any time cause to suspect any fraudulent conduct on the part of Captain Hull, if yea, state in what ?

A. Witness says no, he has not indeed of any kind whatever.

Question by Captain Hull. When men were taken from the Navy-Yard, to work on Captain Hull's buildings, did, or did not Captain Hull, particularly directyou to take those men off your muster book ?

A. He did, and the men came and were checked off, and sometimes Captain Hull came and mentioned their names. Witness is sure that no man who worked on Captain Hull's houses got pay from the United States, for the same time such man was at work on Captain Hull's houses. Witness is confident of this, the men that worked on Captain Hull's houses, were put on a separate book.

Question by same. At what time did you show the muster book, which Fosdick altered to Mr. Tolman, and was any person present at the time, be particular in your recollection ?

A. It was on the day witness discovered it, Major Gibbs was in the room but witness did not show it to him ; this was in 1816 ; witness thinks in the fore part of the month of July.

Question by same. Did you ever say any thing to Lieutenant Abbot on the subject of Fosdick's affairs, previous to his showing you the Secretary's letter, which you did not freely state, and had stated to others ? *A.* No he did not.

Question by same. Is the garden which you say one of the men works in from time to time, the private property of Captain Hull ?

A. It is within the limits of the Yard; what is now used as a garden has always been so used by Captain Nicholson and Commodore Bainbridge, more land was cultivated as a garden in their time, than is now. Captain Hull has reduced it.

Question by Captain Hull. Do you, or do you not know, that the men employed as you say by Captain Shubrick and Doctor Bates, the storekeeper, were employed for public or private purposes?

A. Witness says he declares he don't know.

Question by the Court. Did you ever, or at any time, say to Lieutenant Abbot, that you suspected Captain Hull of defrauding the public, if yea, when? *A.* No; he did not indeed.

Question by the Court. Did you ever, or at any time, by word, or manner, or otherwise say, or in any way acknowledge to Lieutenant Abbot, that you were under an impression, if you communicated to Captain Hull your suspicions of Fosdick's fraudulent practices, that he, Captain Hull, would not notice them, or that he would not take measures to expose them, if yea, when?

A. Witness says he never did; being further questioned on this Interrogatory, whether he had ever told Mr. Abbot he was afraid to mention what was wrong in Fosdick to Captain Hull, lest he should himself get into difficulty, he says he never did; he says that one day when he asked Mr. Fosdick to allow him another ration and Mr. Fosdick would not, he told Mr. Fosdick that he the witness knew all that he Fosdick had done, and he would expose him, and bring to light what was hidden in darkness, witness is not afraid of any man when he is in the right; this was in 1818, before Major Gibbs died.

Question by the Court. You say that Fosdick was concerned with Samuel Clark outside of the Yard; how do you know this, and do you know, or have you any reason to believe, that Captain Hull was concerned with him?

A. Witness believed Fosdick was concerned with Clark, by his favouring Clark in his bills; but witness never believed that Captain Hull was concerned. Witness does not know that Captain Hull knew of the conduct of Fosdick.

Question by same. Have you any reason to believe from any facts that came to your knowledge that Fosdick ever did take any other things from the store than those you entered into your book and marked with red ink? *A.* No.

It being 4 of the clock, the Court adjourned to half past nine of the clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, AUGUST 31ST, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull, by his Counsel, Samuel Hubbard, Esq.

Mr. Barker, called again, testified as follows:

Question by the Court. Did you at any time and when express a wish to any person, that a reform might be made in this Yard? if yea, please state your reasons for wishing it, and all the conversation you had upon the subject with any person?

A. Witness says he did not. Being further questioned, he says he never expressed to Lieutenant Abbot any wish that Commodore Bainbridge might come back to the Yard. Witness once observed to Mr. Abbot that Fosdick paid the men in foreign money, and witness thought he ought to have been contented with his commissions. This was soon after Lieutenant Abbot returned in the prize ship Mary Anna Flora, and after the detection of Fosdick's fraud.

Question by the Court. Did Lieutenant Abbot ever show you any letters or memoranda of his, relative to supposed misconduct in this Yard, if yea, state when, and whether you assented or not to the statements therein contained?

A. After his return in the Mary Anna Flora, one night as witness was passing out of the Yard, Abbot came out of the watch house, and said he wanted to show witness some letters or paper that he had, witness invited him to his house, Lieutenant Abbot observed he was going up to Mr. Waldo, and would call as he came back, he came to witness' house between 8 and 9 o'clock in the morning. When he came in, and Lieutenant Abbot proposed to go into a room by themselves, witness did so, Lieutenant Abbot read some passages from a paper which purported to be a letter from the Secretary of the Navy to Mr. Abbot. Here the letter of the Secretary of the Navy to Lieutenant Abbot, dated November 12th, 1821, was read to witness, and witness says this was the letter read to him by Mr. Abbot, and Mr. Abbot represented this to witness as an order of the Secretary on himself to collect information. Witness so understood at the time. Mr. Abbot then read parts of a letter which appeared to be his own in answer. The letter of 11 January, 1821, being referred to, the witness said that what Mr. Abbot read at this time was chiefly that part which relates to Mr. Fosdick. He staid but a few minutes and went away. At this time Mr. Abbot appeared anxious to show that the affairs of the Yard had not been rightly conducted. At another time Lieutenant Abbot came to witnesses house about a week after, and read to witness the whole of his letter of the 11th January to the Secretary, except that part where Captain Hull is represented as trying to dismiss every honest man from the Yard, that he did not read, witness set still without speaking after Lieutenant Abbot had read this letter until Lieutenant Abbot spoke. Lieutenant Abbot said well, I suppose you can give me information on this subject. Witness replied that he Lieutenant Abbot had undertaken a pretty difficult task more than he could get through with, and witness also observed to Lieutenant Abbot, that he was going to have a Court Martial, and when he the witness was called he would state what he knew on oath. Lieutenant Abbot also read a part of Major Gibbs memorandum. Witness told Lieutenant Abbot he knew nothing about

it, it was news to him. Witness being asked if when Mr. Abbot read from the memorandum the following words, "a large lamp with a frame fixed to the door of the Double house," witness said there was a lamp there now, says he did not say so, witness knew nothing about the lamp. Witness being asked what he said when Mr. Abbot read to him from Major Gibbs memorandum about the spruce timber, and white oak timber, witness says his only answer was, it was news to him. Lieutenant Abbot mentioned some timber, that was carried out to move the houses of Captain Hull upon, and witness said he had heard so, and that it was returned and under the guns, but witness knew nothing of it. Witness recollects that when Lieutenant Abbot read about a flat stone over a well, he asked witness if witness knew where this came from, witness told him it came from the same place where the other hammered stone for Captain Hull's houses came from. It is a hammered stone laid across the well. Witness did not give Lieutenant Abbot to understand that this stone came from the Navy-Yard or was ever public property of the United States, has no idea it was.

Question by the same. Did Lieutenant Abbot at any time speak to you about the men belonging to the Navy-Yard being at work upon Captain Hull's ten foot buildings, and did you in reply say to him you could see how things went, or words to that effect?

A. No sir. Being asked if he had ever applied to Captain Hull to get Mr. Fosdick's practice of paying in foreign money corrected, he says he never did. Being asked if he told Mr. Abbot that he had, he says he did not. Being asked what statement he had made to Lieutenant Abbot of Varney's improper management of the iron, he says no other than that Varney did not work it to suit him. Being asked if he ever told Mr. Abbot that Varney practised any fraud on the government in respect to the iron, or gave Lieutenant Abbot to understand that he, the witness, suspected this, or had told Mr. Abbot that he the witness had so stated to Captain Hull, witness says he did not, he had no idea that Varney had any opportunity to commit any fraud. Being asked if Mr. Abbot ever read from his book the following memorandum:

COPY OF A LEAF CUT FROM LIEUTENANT ABBOT'S MEMORANDUM BOOK.

Varney, Iron affair. Mr. V. eight years ago was a common forge man, or striker, has had no apparent means of acquiring property except by his situation in the Navy-Yard, and which has —— to master workman. Is now reputed to be worth about 10,000 dollars. Great quantities of old iron from the ships, gun carriages &c. he has received from time to time, and which I believe has not been strictly accounted for by him, by which method I suppose he may have come by a part of his money, having it in his power to manage it, by charging it for new, and no one but himself knowing any thing about it. Mr. Varney commenced at the Navy Yard, at about 14 or 15 dollars per month, and has never had more than $2 50 per day, and was very poor when he went there. He has had as good an opportunity to manage the iron concern, as Mr. Fosdick had the pay rolls, and from appearances he has improved his opportunities. Mr. Barker, whose duty it is to make out all inquisitions [requisitions] for iron and inspect all that is brought to the Yard has never been consulted or acquainted with the purchasing or inspecting the iron, although he has frequently complained to Capt.

Hull of the improper purchases of iron, and that the management of the iron was illegal and improper, but Captain Hull never took any measures, on these complaints being made that his duty should have compelled him to do. From appearances there can be but little doubt there has been fraud, in the management of the iron, but from the intricacy of the management, it may be very difficult to come to the criminating point, the neglect of the duty of Captain Hull however is positive, and from that inferences must follow.

That large quantities of old iron from the ships' gun carriages, broken up to the amount of many tons, have been delivered to the charge of the master smith, no account rendered but at the smith's direction, and not regularly weighed and charged on the Navy store keepers books.

Witness says he never did, this is the first time witness ever heard of it, that he never told Lieutenant Abbot that Varney was worth 10,000 dollars, he witness never believed he was worth 5,000.

Question by same. Did you ever at any time state to Lieutenant Abbot, certain things which you wished to have represented to the Navy Department, that they might be redressed, if he Lieutenant Abbot should have occasion to write to the Secretary again, or did you say to him any thing to that effect? *A.* Witnes says no.

Question by Captain Hull. Did you ever state to Lieutenant Abbot that you approved of his letter to the Secretary of the Navy or any part of it, or in any way give him to understand by insinuations or by any thing in your manner that you approved of it or any part of it? please to say.

A. Witness made no comments upon it, nor said any thing more than what he has above stated.

Question by same. Did you ever state to Lieutenant Abbot that you suspected Fosdick for several years of dishonest conduct, or did you in fact ever suspect while he Fosdick was attached to the Yard?

A. Witness says he never so stated to Lieutenant Abbot. He never suspected Fosdick until the fraud was discovered, witness thought him as honest as any man in the Yard, and thinks he was so generally considered, and when he went away witness would have trusted Mr. Fosdick as soon as any one; that when the great cost of the ship was discovered, witness did not then think there was any fraud in the pay rolls, he thought the accounts of other things had been blended by mistake with those of the new ship.

Mr. Ludlow, purser, was called again:

Question by the Court. In what kind of money have the mechanics and labourers in the Yard, been paid for their services, during the periods you have paid them?

A. Witness says when there was money on the station, witness paid them in the United States, or current money, at their option, but when there was not, witness borrowed money, and paid to the men what he borrowed; but in all cases when there was money on the station, the men had their option—whether to be paid in United States money, or in current money. Witness knows only of one instance of complaint against him that was to Captain Hull, which was this, witness had money, but would not pay the men. The

fact was witness had received money of the Navy Agent that day to pay officers, and the Navy Agent came over to the Yard and said, in answer to some ones inquiry, he had given witness money that day ; but the Navy Agent did not know how it was appropriated by witness, and the mistake was cleared up to Captain Hull's satisfaction ; it was appropriated to pay the officers.

Question by Captain Hull. Are the ward room stores of the officers furnished at the expense of the Government, or at the private charge of the officers of the ward room ?

A. This is a private charge to the officers ; the officers are allowed money for their provisions, and they provide for themselves ; the Government has no concern with these.

The Court adjourned to meet on Monday morning, at half past nine of the clock.

U. S. NAVY-YARD, CHARLESTOWN, MONDAY, SEPTEMBER 2, A. D. 1822.

The Court met according to adjournment ; present, all the members, the Judge Advocate, and Captain Hull.

William S. Rogers, purser, of the United States Navy, was sworn and testified, that he had been attached to vessels in the harbour of Boston six years, has passed most of that time at this station, excepting occasional absences.

To the first general Interrogatory. Witness says he does not know and has no reason to believe that there ever has been.

To the second general Interrogatory. Witness says he has no knowledge at all of the subject.

To the third general Interrogatory. Witness says he has no information on the subject, he knows nothing of the management of the Yard

To the fourth general Interrogatory. Witness says he was absent from the station at the time of the discovery of this fraud he was in Washington, and knows nothing on the subject ; he has no reason to believe that Captain Hull had any such improper connection or collusion ; he never heard the suggestion till very lately.

To the fifth general Interrogatory. Witness answers in the negative ; he has heard some conversation about chamber money among the officers. It was however rather a matter of opinion, and not spoken of as a charge against Captain Hull, they viewed the regulation in a different light from Captain Hull.

Question by Captain Hull. Have you, or have you not settled accounts of officers belonging to this station, if so, who were they, and was chamber money allowed them, or not.

A Witness settled with the Department at Washington, the accounts of the late Mr. Wayne, purser in the United States Navy, who had been on this station, and had received his pay at the Navy-Yard, Charlestown ; the Secretary of the Navy refused to allow the charge of chamber money, not being authorized by the regulations.

The commission to take the evidence of Samuel R. Marshall and Joseph G. T. Hunt, surgeons, was returned executed, and their answers read, and put on file, to be recorded hereafter.

Lieutenant Percival, called again.

Question. Have you at any time directed William Keating to bear on the muster roll of the Yard any men in the Yard who were at the time employed for the private benefit of any officer or other person? if yea, please state all the circumstances connected with such employment of men, and the orders you gave.

A. Witness says he has never given Mr. Keating any directions of that kind. He has given him no reason for believing that he should bear any men on the roll while such men were employed in the private service of any officer or other person. Witness has occasionally sent William Sheridan to work at Captain Hull's premises which are within the limits of the Yard. He has been employed about the house, and the garden pertaining to the house. Witness cannot give any estimate as to the time William Sheridan was so employed, no other person was employed in the garden. Witness considered the garden as a part of the public property that was to be taken care of. William Sheridan is still in the Yard. Witness says that he has sent James Sheridan to Captain Shubricks, to saw and pile his wood, this witness thought Captain Shubrick was entitled to, witness thinks James was not employed for Captain Shubrick's private use more than a quarter part of his time. Oliver Mace has been considered in the light of an assistant to the store keeper, and witness has not noticed that Mace has been absent, witness has seen him driving Doctor Bates' cow home, and when he is out of the Yard or absent witness does not know that he is not employed in the public service. Witness never gave Mr. Keating any such directions as is mentioned in this interrogatory Witness being asked how William Sheridan was employed at Captain Hull's house or garden, witness says he was some times employed in cultivating the ground, sometimes in repairing the fences and sometimes in digging a drain, he was employed also in setting out trees in the Yard. Witness cannot say what portion of said Sheridan's time he was employed in cultivating the ground.

Question by Captain Hull. Is or is not William Sheridan employed as well in the Yard as in the garden, in various jobs and in taking care of the fences and grounds generally?

A. He is. Witness further states that William Sheridan was regularly mustered, also James Sheridan, but Oliver Mace was not, because he is always left to take care of the store while Mr. Keating goes to muster the men, but witness always takes care to see that Mace is so at the store.

Question by Captain Hull. Were you attached to the Yard the last time the Alligator sailed in 1821, if so did you see Lieutenant Abbot about that time, and did you or did you not request him to make a confidant of you; did you or did you not say to him.

"Abbot, I believe you know a great deal, I want to know what your suspicions are about the copper," and if you did thus ask him, what was his reply ?

A. Witness was attached to the Yard when the Alligator last sailed in 1821, witness did see Lieutenant Abbot about that time. The first time witness saw him, Lieutenant Abbot said to witness, how do you get along with Hull. Witness said very well. Lieutenant Abbot asked how do you find things in the Navy-Yard. Witness said he did not find any thing wrong. Lieutenant Abbot said that he heard at the springs a conversation between Captain Biddle and Captain Shaw, relative to Captain Hull, which conversation as represented by Lieutenant Abbot to the witness was such as to implicate his official conduct, but not his official conduct in this Yard, the conversation related to passage money said to have been taken by Captain Hull when commander of the Constitution Frigate. Witness told Lieutenant Abbot that it was his duty to inform Captain Hull of this conversation, Lieutenant Abbot's reply was, I'll be damned if I do, I don't like him well enough. Witness then seperated from Lieutenant Abbot, witness saw him again the next day down by the ship house, witness asked him about the conversation before mentioned, Lieutenant Abbot then corrected himself, said he did not hear it himself, he said his brother told him that he heard it. Then witness urged Lieutenant Abbot to make witness his confidant ; this request was wholly in relation to the conversation said to have passed at the springs, the boat was coming for him, and witness perceiving that Lieutenant Abbot was not inclined to make him his confidant, said Abbot you appear to know much. Abbot said he did not know much, he knew something. Witness replied if you go on at the rate you are going, you will be a damned knowing fellow by the time you get back from Africa. This was said in a jocose way, as jokes frequently pass between officers. Witness is perfectly certain that the conversation witness had with Lieutenant Abbot, in which he urged Lieutenant Abbot to make him his confidant, related only to the conversation before mentioned as having taken place at the springs, there was no mention made of the copper, and witness recollects that was the particular subject of conversation from another circumstance. Witness told Lieutenant Abbot that it was his duty to tell Captain Hull of the conversation at the springs because it was derogatory to Captain Hull, and he Lieutenant Abbot was under command of Captain Hull, Mr. Abbot said no he was attached to the Alligator, and she was under command of Captain Shaw, witness replied that Lieutenant Abbot was under Captain Hull at the time he heard the conversation, Lieutenant Abbot said he did not care, he should not, or words to that effect. It was witness' object, after Lieutenant Abbot refused to make him his confidant, to draw out the particulars of the conversation at the springs. There was another circumstance which enables witness to say positively this conversation related to the conversation said to have taken place

between Captain Shaw and Captain Biddle. Lieutenant Abbot said he was astonished to hear officers of their rank use such conversation towards one of their own rank.

Question by same. Did Lieutenant Abbot ever state to you any suspicions that he had in relation to the copper in the Yard, that there was fraud in the management of it, if yea, when was it and what did he state to you?

A. The only time Lieutenant Abbot ever mentioned any suspicion was at witness' house in January, 1822, a few days after the survey, which was finished the 7th or 8th of January. After dinner, Lieutenant Abbot asked witness whether he thought Captain Hull an honest man, witness said he did, Lieutenant Abbot said that he thought him a damned villian, witness said that is enough Abbot, and got up from the table, Lieutenant Abbot then asked witness, what witness thought of the copper business, witness said Abbot you are mistaken, I was one of the officers on the survey. The copper over run somewhere betwixt a thousand or two thousand pounds, Lieutenant Abbot replied there was a way of fixing accounts, witness replied to Lieutenant Abbot that he was wrong, and witness soon afterwards went away, witness never had any other conversation relative to the copper with Lieutenant Abbot direct or indirect.

Question by same. Was it well known to the officers of the Yard generally on the 11th January, 1822, that the survey of the copper which had been ordered, was then finished?

A. Witness says he does not know, witness says that Lieutenant Caldwell, the witness, sailing master Mull, James Bogman, James Pearson, and sailing master Knox, knew when the survey was finished. The survey was public and witness does not doubt that many citizens saw the copper when moving.

Question by same. Did Lieutenant Abbot ever state to you that Captain Hull had been the death of his wife, or words that implied it, if you have heard him say any thing on the subject, state when and what it was particularly?

A. Witness says twelve months ago and better, witness thinks in May or June of 1821, Lieutenant Abbot said he felt himself oppressed by Captain Hull in not being permitted to go and see his wife, that being refused to go, it brought an irritation in his wife, which produced a fever and that occasioned her death.

Question by same. Had you any conversation with Lieutenant Abbot shortly after his arrival in the Mary Anna Flora, if so when and what was it?

A. When Lieutenant Abbot came into port, with the Mary Anna Flora, he brought her to anchor in the stream off the Navy-Yard. Lieutenant Abbot had received orders from Lieutenant Stockton, to haul her into the Navy-Yard wharf, as soon as he could because it was winter, witness understood this from Lieutenant Abbot. Witness went on board the prize some days after her arrival, to direct the hauling in of the prize to the wharf. Witness

knew of the orders of Lieutenant Stockton to Lieutenant Abbot as before mentioned, and asked Lieutenant Abbot if he had not come to anchor there in the stream in consequence of his ill feelings towards Captain Hull. Lieutenant Abbot said he had, and he wished to keep under command of Captain Shaw, then commander afloat, witness said to Lieutenant Abbot that he had got himself into difficulty by it, and Lieutenant Abbot admitted that he had. Lieutenant Abbot did not seem to regret that he had not come into the wharf at first, only as he had trouble in cutting away the ice. Witness had no further conversation with Lieutenant Abbot until at witness' house as before stated.

Question by same. Had you any conversation with Lieutenant Abbot, after his returning from New-York on or about the 4th day of February last, if you had, please to state what took place between you?

A. Witness had, witness called on Lieutenant Abbot the evening of the 4th of February, told him that witness understood that he Lieutenant Abbot, had associated witness' name in the accusations against Captain Hull, Lieutenant Abbot said he had not done it, Lieutenant Abbot asked who told witness so, and in what it was, witness told him that witness had understood that he had said witness had given Captain Hull 126 dollars for getting him to pass witness' public accounts. Lieutenant Abbot said he had not, witness told Lieutenant Abbot that he had understood so, and he came to explain the transaction, and said that he would explain to him the circumstances and did so, witness stated to Lieutenant Abbot that the money witness sent to Captain Hull was in consequence of a difficulty in settling their private accounts; witness told Lieutenant Abbot thus: At some time previous to my leaving England I had received letters from Captain Hull, doubting my integrity in the conduct of some business I had been doing there for him, this brought on a recrimination on my part, and that in settling my accounts, I had charged what I considered a right to in the spirit of the contract, such as citizens clothing and expenses previous to going out, which Captain Hull refused to allow when I got here, that the difference between me and Captain Hull in account was $125 83 cents, and that to pay this which I had finally agreed to pay back to Captain Hull, I enclosed the sum of $126. Witness further told Lieutenant Abbot, that this transaction of witness with Captain Hull respecting the 126 dollars had no relation at all to witness' public accounts either direct or indirect. Lieutenant Abbot appeared at the time to be perfectly satisfied, and expressed his satisfaction, witness advised Lieutenant Abbot not to bring this matter into view, it would make witness appear in an improper light, as witness had said to sailing master Waldo, in September, 1813, on the occasion of giving him the before mentioned 126 dollars to carry to Captain Hull, here goes 126 dollars to get Captain Hull to settle my accounts; these words were uttered at a moment of ill feeling towards Captain Hull, and witness did not

wish to have them brought before the public, because it might injure himself with his superior officers, as it would appear that witness had expressed himself in a manner which might seem as if he had said one thing, and when witness should be called to swear, as a witness, he should state the facts and these would seem to be different, and witness would appear to have said something that he would not swear to when on oath. This same evening witness told Lieutenant Abbot that he believed that the 7th Article of the regulations of the Navy and Navy-Yards, would justify Captain Hull in what he had done, he Lieutenant Abbot would find it a thankless job and would never be able to substantiate any of his charges, or prove any thing against Captain Hull, and he had better leave it to the Government, Lieutenant Abbot said he had wished to do it, but the Government had decided on that course, meaning the enquiry by Captain Porter. witness told Lieutenant Abbot that night, that he had not been authorized to come there by any body, but witness came from friendship to him, Lieutenant Abbot said he would not give four pence halfpenny to ensure his making good his charges against Captain Hull. Nothing more passed at this meeting.

Question by same. Was there any connection between your public and private accounts and was the settlement of the one in any way dependant upon the other? *A.* Not in the least.

Question by same. Was there any thing at any time, either directly, or indirectly, which ever passed between you and Captain Hull, or between you and any one in his behalf, by which it was in any manner understood or agreed between you, that if he Captain Hull, would approve your public accounts, you would then allow him the difference in dispute between you, or your private account, by deducting the charges in your account to which he objected, or was there any thing that was passed between you by which the two accounts where blended in your settlement with him?

A. Not in the least, witness did not consider it a matter of favour in Captain Hull to sign witness' public accounts and approve them.

Question by same. Did you have any conversation with Lieutenant Abbot. on the 5th day of February last, if so, please to state particularly what passed between you?

A. On the 5th February in the morning, Lieutenant Abbot called at witness' house, before breakfast, and said, I have thought much of what you said last night, I have come to make a proposition, not exactly such a one as you made, but take your pen, sit down and write, I will dictate, witness took a pen, and set down to write, Lieutenant Abbot said he was willing to withdraw his charges, if Captain Hull would exchange with Commodore Bainbridge, but it was to be understood that Lieutenant Abbot was not to be arrested for any thing he had done, and if he should be, then he was to be in the same situation as though no arrangement had been made. But Captain Hull's agreement to this must be notified to him by 12 o'clock the next day, witness objected to the shortness of the time, that it was not liberal to wish Captain Hull to make this arrange-

ment with his supposed enemy, witness said it would be better that Captain Hull should be allowed 12 months ; Lieutenant Abbot finally agreed to 6 months, as the period of removal, or exchange, and agreed witness should draw his pen over the name of Commodore Bainbridge. The memorandum is still in witness' possession and witness will produce it. Witness in this conversation and interview considered himself merely as Lieutenant Abbot's organ of communication to Captain Hull, Lieutenant Abbot appeared to wish to get rid of the business and witness was willing to aid him, witness read over to Lieutenant Abbot, what witness had thus written down, and Lieutenant Abbot, either made a copy himself or witness gave him one, he had a copy.

Question by same. Did Captain Hull know of this interview, or in any way authorize you to receive from, or make any proposal, to Lieutenant Abbot ?

A. Captain Hull did not know any thing of these interviews of the 4th or 5th, or the object of them, until witness told him after breakfast in the morning of the 5th, of the visit and proposition of Lieutenant Abbot. Captain Hull's reply was I might as well acknowledge myself guilty of the infamous charges at once, Captain Hull was very indignant ; he never authorized witness to make, or receive any proposal to or from Lieutenant Abbot, direct or indirect.

Question by same. Did you at your interview with Lieutenant Abbot the 4th of February, or at any other time, represent to him as reasons, why he should withdraw his charges against Captain Hull, that though he might prove charges against Captain Hull, yet it would be an injury to the country to destroy his fame, that the female part of his family were entirely dependant on him and would be ruined with him, or did you hold out any inducement to that effect to persuade him to withdraw his charges ?

A. Witness says he did not.

Question by same. Did you on the 5th February, or at any other time, tell Lieutenant Abbot not to bring up the bribery business, if he did he would ruin you, or play the devil with you, or words to that effect.

A. Witness says he never did.

Question by same. Were you at Washington in the year 1820, and if so, did you there see Doctor Trevett. or did you, or did you not tell him that you had bribed Captain Hull, or words to that effect?

A. Witness says he saw Doctor Trevett at Washington in the year 1820 ; it was late in March, or first of April, as witness now believes, witness had applied before he saw Doctor Trevett, through sailing master Waldo to Captain Hull, for his assent that witness should be attached to this Navy-Yard, and had received an answer, " that he Captain Hull should be highly gratified in having him here." The witness produced the letter of sailing master Waldo, dated March 22, 1820, from which these words are extracted, wit-

ness mentions this to show the improbability of his saying so, if it had been true, but witness declares, that he never did say so it was not the fact, and nothing of the sort ever did take place. It being suggested to the witness that this question tending to implicate himself, the question and answer might be withdrawn, witness replied that he was aware at the time the question was put, that he was under no obligation to answer it, but he prepared to answer it.

Question by same. At the time Lieutenant Abbot made the proposition above referred to by you, did you state to him as a reason for lengthening the time, in which it was to be carrried into effect, that it would be convenient to yourself, as you would have to leave if Captain Hull did ?

A. No, witness never told him so.

Question by same. Did you state to Lieutenant Abbot, that you thought that Captain Hull would except of his proposition ?

A. Witness never did, on the contrary, witness told him that witness was convinced Captain Hull would not.

Question by same. Did Lieutenant Abbot state to you that Captain Hull could effect an exchange, and could leave the station without injury to himself, as Captain Hull had mentioned that he wished to leave the station on account of his health, that he talked of going to sea, or words to that effect ?

A. Witness says Lieutenant Abbot did not so state.

Question by same. Why did Lieutenant Abbot wish Captain Hull to make this exchange ?

A. He did not state why, witness had no distinct impression why.

Question by Court. Do you, or do you not know, what has been the established order of mustering the mechanicks and labourers of the Yard. If yea, do you, or do you not know, whether that order has been uniformly observed, state what you know on this subject ?

A. Witness has understood the order to be that the mechanicks and men should be mustered either by a lieutenant, or a master. This has been carried into effect ; also that the commandant of the Yard should attend to the muster once a week, and this Captain Hull has done, witness has seen the order referred to, and so far as witness knows, it has been uniformly observed. Being asked if he ever knew of any instance of Keating's mustering the men when no officer was present, witness says he does not, unless it be accidental and from sudden sickness of which he mentions an instance in himself this morning, such might occur once a month. Being asked if he attended at the present time to mustering the men himself, witness says he does. Being asked if witness keeps a roll of his own, and checks off the men as they are called, witness says he does not carry his roll to the muster, but looks over Mr. Keating's muster roll and sees that Keating moves the pegs against each man's names correctly, witness goes there with Mr. Keating into the office and takes off the notices of the men upon his own roll. Witness

has heretofore considered that he conformed in this to the spirit of the order, sailing master Waldo usually attends the musters of the men, but the witness has attended the musters particularly since Mr. Waldo's sickness ; the duty has been assigned Mr. Waldo, because of his lameness, and being always at hand, it was convenient for him to attend the musters, while it would be inconvenient often for the Lieutenant of the Yard to attend them.

William Sheridan. labourer in the Yard was sworn, and testified that he has been a labourer in Yard four years.

Question by the Court. Have you ever been employed for the private benefit of any person, during the same time that you were paid by the purser of this Yard, if yea, state in what manner, and how long you have been so employed, and by whose order ?

A. Witness says that he has worked in Captain Hull's garden during the season for gardening, took care of the fences, set out trees, helped to dig the drain from the well, belonging to the Commodore's house in the Navy-Yard to the dock, witness used also to go of any errands for Captain Hull's family, but very few when Captain Hull's servant was out of the way. Witness has been thus employed about half his time heretofore, but better than half his time this year ; witness has never done any thing for officers out of the Yard, but has gone errands sometimes for officers in the Yard ; witness has been employed in the winter in splitting and piling wood for the officers

Court adjourned to half past nine of the clock, to-morrow morning.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 3RD, 1822.

The Court met according to adjournment ; present all the members, the Judge Advocate, and Captain Hull.

James Bogman, Gunner of the Yard, was called again.

Question. Do you know that any of the copper belonging to the United States, has at any time been improperly taken from this Yard, if yea, state all the circumstances relative to the same, and the measures, if any, which were taken to have it returned to the Yard.

A. In April, 1820, Mr. James Davis of Boston, copper smith, sent one of his workmen, name not known to the Navy-Yard, who said, as witness was informed, that Mr. Davis had stopped some copper which he supposed belonged to the Navy-Yard, witness was then sent over by Captain Hull to search and see if he could discover any more copper which might have been stolen—this message of Mr. Davis was the sole ground of witness' suspicion and of Captain Hull's as far as witness knows. Witness dressed himself in citizens clothes went the same day to Boston, and went to a number of stores where old copper was usually bought, found nothing till witness went to the store of Asa Hayes, there witness found some

short copper bolts in a candle box which witness thought looked like the copper bolts at the Navy-Yard, witness made a bargain with the young man in the store, Mr. Hayes not being there for this copper, and having informed Captain Hull of the circumstance, immediately Captain Hull, his clerk, Mr Bates, and Jonathan Peirce, the armorer, went with witness to Asa Hayes' shop, when witness asked for the copper, the young man showed English bolt copper, and stated to witness that was the copper he had agreed to sell to witness, witness said it was not, and went immediately to the box, which witness saw in the back of the shop, and showed it to Captain Hull, but all the copper but 14lbs. of bolts copper and one spike had been taken out, witness asked for the rest, Mr. Hayes said that was all witness had seen, witness said it was not, the box was full when witness saw it, Hayes said it was not; Hayes was not in the store when witness first saw it, witness told him he must have moved it, Hayes said he had not, Mr Peirce said he knew the bolts were from the Navy Yard, and also the spike from a particular mark, Captain Hull sent for Colonel Binney, and he came immediately, the circumstances were made known to him, and he advised to leave the copper found with Hayes till prosecution, Captain Hull did so. Captain Hull directed witness and Mr. Bates to go up to a magistrate and get a warrant to apprehend Hayes, while there Hayes came up and said he had compromised with Captain Hull and Mr. Binney, that he Hayes would bring out one Lord of whom he had bought the copper, and one Hill who had sold the copper to Lord, witness and Bates obtained a warrant against Lord and Hill, but Lord could not be found, Hill was found the next day and he was committed on the charge of theft, witness attended Court at the time when Hill should have been indicted. But Hayes having absconded, there was no evidence against Hill and he was discharged, none of the copper thus found in Hayes' store was recovered, except the spike which Mr. Peirce brought away, as to the quantity of copper in the box; witness being asked if he knew, or had any means of knowing how much there was, says, that he cannot himself judge of the weight, but having described how much there was in the box to Mr. Peirce, he said there must have been two hundred or two hundred and fifty pounds, the weight of what remained was ascertained by weighing it in Hayes' store, there was no mark on the bolts, and witness did not know by any mark or otherwise, that the copper he saw in the box was property of the United States, except the spike, and that only because Peirce claimed it, witness had no reason for suspecting this to be the United States copper, but because Hill worked among the copper in the Yard.

Question by Captain Hull. Has or has not Captain Hull given you orders since at different times, to search in Boston to see if you could find any of the Navy-Yard copper.

A. He has and witness has been several times into a number of stores to see if he could find any copper belonging to the Navy-Yard, but never found any

Question by same. Did you at any other time find any of the Navy-Yard copper in Boston or elsewhere, if so state when and what means were taken to recover it and bring the thief to correction?

A. Last winter witness found two copper sheives of the United States ship Columbus, at Mr. James Davis, in consequence of information by him to the Navy-Yard, witness was sent there by Captain Hull, the thief was a sailor on board, who was tried by a court martial and punished.

Question by same. Did or did not Captain Hull use all due diligence and take the necessary means to recover the Navy-Yard copper, and has he since endeavoured to ascertain if Hayes was in Boston?

A. He thinks he did, witness has had frequent orders from Captain Hull to look into the stores where old copper is bought for stolen copper, and to enquire after Hayes, and witness has done so, but has found neither.

Question by same. Did you ever have any conversation with Lieutenant Abbot on the subject of the Navy-Yard copper being taken from the Yard or found in Boston? if yes, state the time or times when you conversed with him, and particularly state as near as you can, all that passed between you?

A. Witness don't recollect ever having any conversation with Lieutenant Abbot in particular about the copper, witness at the time he was looking after copper, was asked by the officers standing in the Yard how he came on with the copper, Lieutenant Abbot might have been then among them, witness has told them what he was doing to find the copper and Hayes, but don't recollect telling them all the particulars, witness had no conversation in particular with Lieutenant Abbot on the subject, witness never spoke with Lieutenant Abbot but once since his return in the prize ship Mary Anna Flora, and then Lieutenant Abbot asked witness to mend a pair of his own pistols, witness told him he could not, no such thing was done in the Yard, and witness did not do it, this was all that took place.

Question by same. Was there at any time in December, 1821, or about that time, a bustle in the Navy-Yard about copper, and did you or did you not go out with your cutlass, and did you state you had found some and had got a clue for a great deal more? if so, please to relate all that passed.

A Witness says nothing of the kind took place, that witness recollects, witness says this is the first time witness has heard of it.

Question by same. Did you ever state to Lieutenant Abbot or to any one else that you had suspected that all was not right with regard to the copper, and that the necessary means had not been taken to ascertain with regard to it, or did you ever state to him, or to any one else that you had suspected Fosdick of dishonest conduct in relation to the copper, or as to other things?

A. Witness says he never did, he never suspected Mr. Fosdick of being dishonest, and witness knew nothing of the copper.

Question by same. Did you ever state to Lieutenant Abbot or to any other person, that you had been oppressed by Captain Hull, and had been wrongfully deprived of your regular allowance, or any thing of that purport?

A. Witness says he never did, witness never was oppressed by Captain Hull, was always treated with kindness by him?

Jonathan Peirce, armorer of the Yard was sworn, and testified as follows:

Question by Court. Do you know if any United States copper has been improperly taken from the Yard, if yea state the circumstances, and the measures, which were taken for its recovery?

A. Witness says in April, 1820, he went to Asa Hayes' shop in Boston, to see copper bolts there which witness was informed by Bogman the gunner was United States property, and there saw about 14 to 16 lbs. of copper bolts they had no marks on them, but witness is confident they were United States property, because witness was sure they were of witness' make, witness found there one copper spike which had a private mark of witness' on it, by which he knows it was United States property, witness further states that about the same time witness saw in Mr James Davis' shop, Boston, some scrap or old copper which he had detained on suspicion that it was stolen, there were about six or seven pounds of it, witness is sure it was taken from the Navy-Yard, whether it was brought back to the Navy Yard or not, witness don't know, witness has no recollection of reporting this to any particular officer, he mentioned it in general terms in the Yard.

Question by Captain Hull. Did or not Captain Hull use the necessary means to recover the copper which was found in Boston, and was believed to be copper belonging to the Navy-Yard?

A. Captain Hull went over with witness to Hayes' shop, a precept was issued immediately, and Kinsley Hill, whom Hayes represented as the thief was arrested and examined before Judge Davis, Hayes absconded the same evening or soon after, and no evidence appearing against him, he was discharged. Captain Hull took all necessary measures as far as witness knows.

Samuel C. Hixon, sailing master in the Yard was sworn, and testified that he has been on this station attached to vessels or to the Yard, off and on, about five years

To the first general Interrogatory. He says he has no knowledge of any, or reason to believe there is any instance of the kind.

To the second general Interrogatory. Witness answers in the negative, he has never seen or known any thing of the kind, and has no reason to believe there has been any instance of it.

To the third general Interrogatory. Witness answers fully in the negative.

To the fourth general Interrogatory. Witness says he has no knowledge on this subject, and that he always believed Captain Hull an honest man.

To the fifth general Interrogatory. Witness knows of no instance, has never heard of any except Lieutenant Abbot's statement of Captain Hull's refusing him permission to go to Newburyport, whether this was oppression or not, witness can't say, he supposes Hull had his reasons

Question by Captain Hull. Did Lieutenant Abbot ever tell you that Captain Hull was the occasion of his wife's death, or of any words to that effect?

A. As near as witness can recollect the conversation, Lieutenant Abbot stated to witness, that in consequence of Captain Hull's refusal to give Lieutenant Abbot leave to go down to Newburyport, his wife became uneasy and much agitated, thought Lieutenant Abbot was arrested or suspended, this Lieutenant Abbot mentioned to witness, as witness thinks about a month before Mrs. Abbot died, witness don't recollect that Lieutenant Abbot ever mentioned the subject to witness again at any time.

Question by same. Did you ever hear any conversation between Lieutenant Abbot and gunner Bogman, respecting copper belonging to the Navy-Yard being found in Boston, if so, when, where, and what was the conversation.

A. One day witness and Lieutenant Abbot being on duty together, Bogman came into the watch-house, it was rainy weather, and stated that he had been over to Boston, in search for copper, he had been sent by Captain Hull, and had found a spike with a private mark on it, made by Peirce, who made the spike, by which it was known to belong to the Navy-Yard, he may have mentioned more than one spike, witness thinks he did, this was in April, 1820, as witness believes. Lieutenant Abbot was not more particular in the enquiries than witness, and witness was not particular, seeing Bogman came in with his great coat or surtout on and wet, our attention was attracted to him.

Question by same. Did you, or did you not, at any time ever state to Lieutenant Abbot, that you had suspected Fosdick for several years of dishonest conduct, or did you in fact suspect him, Fosdick, while he was attached to the Yard?

A. Witness had never any suspicion of Fosdick's honesty till his fraud was discovered, and then witness may have said this accounted for his style of living, this is all witness said, and he may have said this to Lieutenant Abbot, but witness does not distinctly recollect that he did; witness being asked what he alluded to as Fosdick's style of living says, his dressing well, going to the theatre, keeping a pair of horses. Being asked by the Court if witness would have felt himself bound, being on watch when Bogman came into the Yard, to report what Bogman had mentioned if Bogman had not represented that he had been sent by Captain Hull, witness says he should.

Shubael Downes, sailing master in the United States Navy, was sworn, and testified that he has been attached to the Navy-Yard

since March, 1818, and been constantly on the station, except occasional absence of a few days.

To the first general Interrogatory. Witness says he knows of no instance, has heard reports from other persons but witness does not believe these reports.

To the second general Interrogatory. Witness answers in the negative.

To the third general Interrogatory. Witness answers in the negative.

To the fourth general Interrogatory. Witness answers fully in the negative.

To the fifth general Interrogatory. Witness answers in the negative.

William Keating being called again, stated that he had examined the original book before mentioned, as containing the account of the copper, and supposed to have been lost, and having compared the copy which witness has before stated to have been made by his nephew, with the original, witness finds that the copy is correct, and shows the true state of the copper, from time to time, as the same would appear on examining the original, so far as the copy goes. Lieutenant Percival assisted the witness in making the comparison.

Francis M'Kenny, sworn, and testified that he keeps a grocery store outside of the Navy-Yard.

Question by the Court. Did you ever take from the Yard for the use of any private person, any spirits or other articles, if yea, state all the circumstances connected with the transaction?

A. Witness says that Mr. Clark was in the habit of supplying rum for the Yard, witness brought in a hogshead, and was carrying it to the store for the purser, this was in May or June, 1817, Captain Hull asked witness what he had got, witness told him rum, Captain Hull told witness that complaints had been made by the men, and it should not go any further till it was examined, Captain Hull sent for the pursers steward, the pursers steward, Francis Wyman, now dead, came and examined it, witness says he thinks he said it was below proof, Wyman said he would not take it and Commodore Hull told witness to take it away, witness went to Mr. Clark and stated this, and Clark went back with witness, Mr. Fosdick came along and asked Mr. Keating to let Mr. Clark role the hogshead into Keating's store, one of the staves being bad and Mr. Clark had no place to put it; it was brought directly from Boston to the Yard, Clark said he wished it had been stove in pieces before Captain Hull had seen it; Keating was at his door, and it was opposite this where it was stopped, witness thinks Keating knew all that passed but don't know, the hogshead was put into Keatings store. Sometime in the fall following, witness was sent by Mr. Clark to draw it off in barrels, witness drew three barrels, sometime after Keating told witness Commodore Hull ordered it to be put out of

doors, there was a little in it, and it was taken away by witness ; the barrels of rum were put on board the Promethius and Lynx. the rest witness does not know where it went, that on board the vessels was paid for ; witness knows of no other instance of rum being taken from the Yard, and witness further says he believes Captain Hull did not know that this rum went on board these vessels. Witness was hired in Clark's store about two months, but has no reason to believe and does not know that Fosdick was concerned with Clark in this store, or in supplying the United States, witness knows that Fosdick was friendly to Clark ; being asked where Clark is, witness says he is insane in the hospital, witness has heard he is dead.

Question by Court. Do you know, or have you any reason to believe, that Captain Hull was ever connected with Samuel Clark in business.

A. Witness has seen Clark's books and accounts, and has never seen any thing which shows he was connected with Captain Hull, or any man, witness believe he did business on his own account.

Question by Captain Hull. How long is it since Samuel Clark became insane, and when was he first suspected of derangement ?

A. Witness don't know certainly how long, witness was not with him at the time Clark first became deranged, witness lived next house to Clark, about two years since he used to be taken with short fits, or spells of violent anger without cause, witness thinks now these were symptoms of his subsequent derangement, but no body at the time suspected he was deranged, witness thinks it was in November, 1820, that witness first heard Clark spoken of as deranged ; he gave up business in November, 1820.

Benjamin Whipple, a rope maker in Charlestown, was sworn, and testified as follows :

Question by Court. Has any person ever called upon you and requested you to absent yourself that you might not be called to give testimony before this Court, if yea, state the person and all other circumstances connected with the conversation ?

A. Witness says no, witness has never been requested by any one to avoid, in any way, giving his testimony before this Court, or any other Court at any time, or place. Witness being asked if he resides near the Yard in Charlestown, witness says he resides opposite the lower gate near Chelsea bridge ; the two first general interrogatories were put to this witness.

To the first general Interrogatory. He says he can only answer the question by saying that he has seen ranging timber brought out of the Yard and used in Captain Hull's houses near Chelsea bridge, as to the quantity witness can't say precisely, there was two loads, there may have been more, but can't say, witness does not know that this was public property ; it was witness' impression at the time it was public property because he thought there was no other than public property in the Yard, this was the only reason witness had ; John Peirce was the teamster in the Yard at that time, but

witness can't say if he drove when this lumber was hauled out of the Yard, Peirce has a hired man who sometimes drive, Peirce lives in Charlestown.

To the second general Interrogatory. Witness says he believes that labourers were employed in digging the cellar for Captain Hull's houses, near Chelsea bridge, who were at the same time mustered in the Yard, how many witness can't say certainly, there were as many as three, there may be four, witness has their names, a carpenter Aaron Kahew gave witness these names, witness can't recollect them at present, at the time he gave witness these names, Kahew informed witness that these men told him that they answered to their names in the Yard at the time they were at work on Captain Hull's houses, Kahew also informed witness that one Shannon repeatedly came out of the Yard in apparent haste, and said to these labourers, my lads shoulder your shovels and come with me, you are wanted in the Yard, and would take them in the Yard, where he detained them an hour or more, and the men would afterwards return and work on the cellar ; these statements of Kahew's were some of witness' reasons for believing that men were employed for Captain Hull, while they were mustered in the Yard, witness observed also, that these men went in, and came out of the Yard, and that they left their work on the cellar to go into the Navy-Yard a short time before the Navy-Yard bell rung, witness has observed that they returned some time after the bell rung, about time enough to leave the upper end of the Yard, after the roll had been called ; Kahew gave witness this information unsolicited on witness' part, witness thinks him a reputable young man, he used to visit in witness' family, and witness' opinion of him induced him to give credit to what Mr. Kahew stated ; Kahew is now at Salem. Witness further states, at or near the completion of Captain Hull's houses in the witness' neighbourhood, an Irishman by the name of Collins called on witness, and offered to sell witness the chips and rubbish that were made about Captain Hull's houses in repairing the old houses and building the new, he told witness that Captain Hull had given them to him, to dispose of as he thought proper, he Collins being single, was anxious to sell them, witness told him that if he had a right to sell, and witness and he could agree upon a price, witness would buy ; witness saw the stuff, and among the chips, were a number of oak blocks that witness had observed laying about the building, witness always supposed, and now believes these blocks came out of the Navy-Yard, there were from 8 to 12 of them, of different dimensions, from one to three feet in length, and from six inches to one foot in thickness, and from eighteen inches, to one foot in breadth ; these were used in repairing the old buildings of Captain Hull, blocking the cells, &c. Witness pointed to these blocks and asked Collins, if he Collins meant to include these blocks, Collins said he did, witness said these blocks belonged to the Navy-Yard, Collins said he knew nothing about that, Captain Hull had

given him the whole, and if he traded with witness, witness would have these, a price was agreed on and witness took these blocks with the chips; witness supposed at the time these blocks would be made fuel of, if they had remained in the Yard, and this disposition of them did not make any impression on his mind at the time, there were about enough for a common load for a horse. Witness gave four dollars for the whole and thinks the blocks worth about two dollars, witness says he has stated all he knows or believes in relation to Captain Hull's official conduct in the Navy-Yard.

Question by Captain Hull. Did you ever tell any person that Captain Hull called on you, and tried to persuade you not to come before this Court and give testimony relative to the affairs of this Yard.

A. Witness says he never did; the witness gave the following as the names of labourers, &c. mentioned to him by Kahew as before stated, Henry Nichols, James Riley, and Constant Boiland.

The Court adjourned to half past nine o'clock to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 4TH, 1822.

The Court met according to adjournment; present, all the members, and the Judge Advocate, and Captain Hull.

The Court was opened and the subpœna to William Keith and the return thereon were taken into consideration, the same being as follows:

"To William Keith, Merchant No. 51, Cornhill, Boston, Greeting.—You are hereby required to attend the Court of enquiry now convened at the Navy-Yard in Charlestown, by order of the Secretary of the Navy of the United States, for the investigation of the official conduct of Captain Isaac Hull, at ten of the clock to-morrow, Friday morning, then and there to give evidence of what you know, relative to the subject matter of enquiry. By order of the said Court.

Witness my hand this twenty-second day of August, A. D. eighteen hundred and twenty-two. GEORGE SULLIVAN

Judge Advocate, United States of America.

Massachusetts District, ss.

Boston, 22d August, 1822, I have summoned the within named Keith, to appear as within directed by reading the same to him in his presence and hearing. Fees 3 dollars. HORATIA BASS, Dep. Marshall.

Mr. Keith objects going unless obliged so to do. HORATIA BASS.

Whereupon the question was stated what order will the Court take thereon, respecting the refusal of said Keith to attend; the Court room being cleared, the subject was taken into consideration. The Judge Advocate advised, that as the Statute authorizing the calling and organization of Courts of enquiry, had made no express provision, empowering Courts of enquiry to compel the attendance of witness' before them, the District Attorney of this District should be requested, to institute such process before the Circuit Court of the United States, for this District now in session, as he may deem expedient and proper, in order to obtain the opinion of the Honorable Judges of that Court, on the question how far citizens not in the

naval service are obliged by law to obey the summons of this Court, and give their attendance as witnesses. Whereupon the Court ordered that the District Attorney of the United States for this District, be requested to institute upon the summons of William Keith, and his refusal to attend this Court, as a witness until obliged, such legal process before the Circuit Court of the United States for the first circuit now in session, as he may deem expedient and proper, in order to obtain the opinion of the Honorable Judges of that Court on the question, how far citizens not in the naval service, are obliged by law, to obey the summons of this Court, and give their attendance as witnesses.

The Court room was opened, and Captain Hull appeared.

Doctor Ephraim Elliot, of Boston, was sworn, and testified as follows :

Question. Do you know any thing of Captain Hull's official conduct as commandant of the Navy-Yard in respect to his duties within the Yard? *A.* Witness never knew what his duties were.

Question. Have you at any time furnished medicines for the use of Captain Hull or his family ; if yea, please state the manner in which you received payment for the same, and the particular circumstances connected with the transaction?

A. An account was opened with witness for medicines, which witness understood were prescribed by Doctor Danforth for a sister of Mrs. Hull's in his family, who had come here to be attended by Doctor Danforth, as the servant of Captain Hull informed the witness ; here the witness exhibited a true copy of his accounts with Captain Hull from his books showing an account of various articles of medicine to the amount of $53 54 1-2 cents, and that this amount is credited by transfer to the debt of the United States, also his account thus opened against the United States with credit for payment by Amos Binney, Navy agent ; also another account with Captain Hull for medicines to the amount of $ 10 19 cents with credit by cash received of Samuel Kidder, Druggist in Charlestown, all which accounts are hereto annexed and marked, [See Appendix.] Witness being asked to state the circumstances of the settlement of these accounts, says, that in January, 1819, witness according to custom sent in his account to that date, amount $41 85 1-2 cents. It was not settled then, sometime after in April following, witness met Captain Hull in Back street, and he asked witness if it was not most time for us to have a settlement of accounts, witness told Captain Hull that he had sent in his account in January, Captain Hull said he was absent and it had not been handed to him, and desired witness as he understood to send another, witness sent another over to the Yard. The negro man who used to come for the medicines usually told witness that he must make out his bill against the United States Navy-Yard, and carry it to the Navy agent, witness told him to tell the Captain that he had no account against the Navy-Yard, that witness could not make it out against any one

but himself, as the charges were all made to him ; a few days after, the same negro brought witness a little slip torn off from a sheet of paper, on which was written " make out your bill and carry it to the Navy agent," it had no address, nor signature, and no date, witness then addressed a billet to Captain Hull in which witness stated the circumstance, and that witness could look to no Navy agent, and that he Captain Hull knew witness would not supply any medicines on public account, and if witness had known witness was to have been sent to a Navy agent, not a particle of medicine should have gone from his shop. Witness says Captain Hull knew it because he came with two ladies to witness' shop in the incipient state of witness' account, and observed jocosely, you have not opinion enough of the Navy to supply us with medicines, witness said no, that witness did not like Navy agents, that Johonnet had cut off witness' bill because he said the articles did not belong to his department, but belonged to the purser's, and demanded witness should give him five per cent on all bills witness settled, witness said that Binney paid witness in Treasury notes when they were at ten per cent discount, witness does not recollect what Captain Hull said in reply, he at the time directed witness to put up some medicines, and the ladies took them off in their indispensables. On the 19th of September, a young gentleman, who witness supposes from his dress belonged to Captain Hull's family, came into the shop and said Captain Hull wanted witness to make out duplicate bills of witness' account against the Navy-Yard, witness told him he witness was surprised to be applied to again to make out his account against the United States Navy Yard, when he had told him that he had no account against them, and as witness had furnished two bills already, the young gentleman said they were mislaid and the Captain wanted another, witness told him that if he would come in an hour he should have it. It was made out against Captain Hull and the young gentleman called and took it, on the next day he came again and brought two copies of witness' bill, headed United States Navy-Yard Department, debtor to Ephraim Elliot. Witness felt irritated and told him that was a lie, the United States Navy Yard did not owe witness one cent, at the bottom of these copies were receipts in the usual form, received of Amos Binney, United States Navy-Agent, &c. Witness told the young man witness would not sign these, witness does not know this young man's name, he then said, Captain Hull and Mr. Binney sends their compliments to you, and desires that you will transfer these accounts to the United States Navy-Yard ; he then added, to convince you I am correct, here is the money, and handed it to witness ; as he put the money into witness' hands, witness had had so much difficulty about it, he took the money and signed the receipts, as to the settlement of the other account by Doctor Kidder, witness says that Kidder sent over to witness in April, 1821, for witness' account against the Navy Yard, witness sent him word he had none, the next day he sent the same messenger his porter, and desired that witness

would send over any charges witness had against Captain Hull, witness made out the account referred to, amount $10 19 cents, and the messenger paid the money, and witness wrote the credit and settlement as stated in the account ; two or three days after Doctor Kidder sent witness word that Captain Hull would not pay that bill, and witness must send him the money back again, witness sent him word he must mind whose accounts he paid, witness would thank him to pay a good many others, but witness would not let him have the money again ; a few days after Doctor Kidder called himself and said that he expected to include it in his Navy-Yard account, but Doctor Trevett would not sanction the bill, and said he knew nothing about it, witness advised Doctor Kidder to sue it, witness' reasons for advising Doctor Kidder to sue it was that Doctor Kidder said that Captain Hull neglected to pay it, and said he would call at Doctor Kidder's shop and see about it, sometime after Doctor Kidder told witness that Captain Hull had paid it. All the prescriptions which were brought to witness' shop for medicines were by Doctor Danforth, a Physician in Boston, not in the United States service, and all the articles that were delivered were upon these prescriptions as witness considers, because the bottles in which the medicines were first delivered on prescription were brought again from time to time, with witness' label thereon, which witness considered as good as an order. Sometimes the servant of Captain Hull came, and sometimes the ladies of his family would come in a carriage and take the medicines, for the most part the servant came, but sometimes the ladies came and once Captain Hull came with them as before stated ; once, by direction of the servant a black man, witness packed some medicines, those charged September 11th, to go to Saybrook in Connecticut, in the usual manner with tow and paper in a basket to be transported safely. The articles charged November the 5th were packed in like manner, on similar directions by the same servant. Witness several times packed nitric acid which the servant said was to go into the country. Witness has had no conversation with Captain Hull other than as above stated, and but very little acquaintance with him.

Question by Captain Hull. Did any persons ever call you to inquire particularly into the circumstances of this account and its payment, if so, when was it, who were they, and what did they state to you?

A. There was one evening a young man who called his name Thos. Wayne, and said he was purser in the Navy, called on witness and appeared very familiar, there was a gentleman with him, whom witness did not know, and paid no attention to him ; Wayne then said to witness, do you get any money out of uncle Sam, witness told him no ; he then said, did you not supply Captain Hull with medicines, and was there not some difficulty about the settlement, witness told him that Captain Hull and witness were able to settle their own accounts, and witness should answer no questions, Wayne went off; witness can't say when this was. Sometime after, two

gentlemen came into the shop one forenoon, one of them had a great coat on, witness could not see if he had any officers badges on; he turned to witness and said give me leave to introduce you to Lieut. Abbot, the same man went on, and said that he himself was like to get into some difficulty for repeating something which he was told came from witness, says he, will you tell Lieutenant Abbot about your difficulties with Captain Hull, witness told him that it was very unpleasant business to witness, that they were strangers, and witness did not chuse to say any thing about it; he then said I am like to be sued for defamation for what I have said, witness said if you are like to be sued for defamation, you have a right to summons me to Court in your defence if you think I know any thing that will be of service to you. Lieutenant Abbot said that is all we want Mr. Ward; Lieutenant Abbot said, I am much obliged to you Doctor, they bowed and went off, witness can't recollect the time this occurred, it was after people began to talk about the affairs of the Navy-Yard.

Question by Captain Hull. Did, or did not, the young gentleman who called on you, state to you that the medicines for Captain Hull's family were allowed him by the United States.

A. He said these medicines were for Mrs Hull, all of them, witness replied Doctor Danforth tells me contrary, he says that he never prescribed for any one in Captain Hull's family but Mrs. Hull's sister, who sends for the bills and pays them. The young man said nothing about the family; he said not a word about the United States allowing the medicines.

Captain Hull respectfully moves the Court, that all that part of the witness' answer to the last question proposed to him, which is in addition to what the young gentleman told him be stricken from the record, as being no part of the answer to the question proposed.

The Court room was cleared, and the question on this motion being put to the Court, they decided that the witness' answer is correctly recorded, and that the whole answer stand as recorded.

Question by same. Do you know by whose authority Mr. Kedder sent to you in April, 1821? *A.* No sir.

Question by the same. Did Captain Hull, or sailing master Knox, ever call upon you to endeavour to make you give such testimony on Lieutenant Abbot's trial as would not affect him Captain Hull?

A. No sir, Captain Hull and sailing master Knox, both called on witness, Captain Hull came one day to witness, said there was much talk about this account of mine, witness run over the circumstances as quick as witness could, and added that witness thought himself very ill used, Captain Hull asked by whom, witness said by him, Captain Hull said that witness was one of the last men he would ill use, he never had such an idea, witness told him the circumstances about Wayne, and Ward, and Abbot coming, Captain Hull said there was a combination, and mentioned Doctor Trevett as being in it, but he should baffle them all, that Abbot was under arrest. Two other times he called a moment to make a statement about

the medicines that witness has mentioned were going to Connecticut, that they meaning his family were travelling, and these were such things as they might want; sailing master Knox is a distant relation, witness had seen him but little since he had been in the Navy-Yard, till Abbot's trial; the first time Mr. Knox came he referred to the difficulties that were making at the Yard against Captain Hull, but said very little, witness attributed to not being alone with witness that Mr Knox said no more. Witness therefore told his son if Robert, meaning Mr. Knox, comes again, let him come into the house, or if I am in the store when he comes, do you go out of it. A few days after Mr. Knox came into the house to witness, he immediately began upon the subject, and stated the falsehoods there were respecting the economy of the Yard, he said there were a number combined together to injure Captain Hull, they would fail, for he knew all about it; he said they depend very much upon your evidence; they say Doctor Elliot says he is ready to come forward at any time; witness said, Robert, I have got one plain story to tell, I have told it a great many times, and if I am called upon, which I hope I shall not be, I shall tell it right straight off; he answered, damn it Doctor, Captain Hull is a fine man, and they are trying to ruin him, you can tell the whole truth and yet word it so that it will appear to advantage after all, witness made no reply that he recollects.

Question by Captain Hull. At the time Captain Hull and the ladies called at your shop for medicines, did they not state to you they were going a journey to Connecticut?

A. Witness don't recollect that they did, they may, and witness not have attended to it, Captain Hull said at that time that Doctor Danforth found fault with the medicines in the Yard and said they were no better than swill, that he had been in the habit of practising with my medicine for thirty odd years and could depend upon them.

Daniel Leman, carpenter and gun carriage maker of Charlestown, was sworn, and testified as follows:

To the first general Interrogatory. He says he was standing at the door of the store in the Navy Yard, where Mr. Keating usually keeps, one day with Mr. Keating; three sticks of timber from 8 to 12 inches and some of them about twenty feet long, were hauled by and carried out of the Yard, Captain Hull came up and spoke to Mr. Keating and said to Mr. Keating, notice these sticks of timber that are going out of the Yard, and you will see them come back, he Captain Hull wanted to use them about the buildings and they would be brought back. Whether these sticks of timber were brought back or not, witness does not know, witness does not know of any other public property being taken for private use, witness has no reason for believing it, but from what he has heard other people say, witness mentions Aaron Hadley as one who told witness that he had used property taken out of the Navy-Yard, wit-

ness has heard Benjamin Whipple say that he has seen timber carried out, witness does not recollect any other person.

To the second general Interrogatory. Witness says that he has seen a man who drove the Navy-Yard team, employed in drawing stones with that team from the wharf, to the cellar then digging at Captain Hull's houses outside of the Yard, and witness has seen men employed in digging the cellar of these houses, whom witness noticed to go into the Navy-Yard before the muster of the men there, and come out after muster, witness never heard these men answer to their names in the Navy-Yard, witness does not recollect the names of any of the men so employed, but witness was well satisfied they worked in the Navy-Yard, all the time they were not at work on this cellar, witness cannot say how many men were employed in digging the cellar, he has before mentioned three or four, he thinks he has seen more but can't say. Being asked what reason he has for thinking there were more, witness says he don't know, he has seen more men out of the Yard at a time, but he was not particular in observing whether they worked, or how long they staid ; witness does not know of any other instance, witness does not believe any other instance otherwise than by common report which has been very free. Robert Turner told witness that when he was an apprentice of Mr. Peirce, master joiner in the Yard, and was working on Captain Hull's houses outside the Navy-Yard, gate, he was mustered in the Yard, signed the rolls, and Mr. Peirce received his pay; Turner did not say what rolls. Israel Waite of Charlestown, now works for Mr. Gray, told witness that he saw other timber go out of the Yard, and knew where it was at the time he was speaking, it was under Captain Hull's store ; witness received information both from Turner and Waite, about the time of Lieutenant Abbot's trial, witness has nothing further to state on the subject of this interrogatory.

To the third general Interrogatory. He says he has brought in his own accounts for work done for the United States to Captain Hull, and they have laid several days without being examined, when there did not appear to be any thing to hinder these being examined, witness knows of no other instance of the examination of any other accounts being neglected, nor has any reason to believe there has been, except common report, witness can't state any thing in particular, has heard so much it is impossible to state, witness further says he knows of no instance of neglect mentioned in this interrogatory other than as before stated, that he knows Captain Hull was attentive to see that the men were present at roll call.

To the fourth general Interrogatory. Witness commenced work at the Yard the 17th of May, 1816, about the first Monday of June, 1816, witness having been before that time employed in the Navy-Yard by the day, witness having agreed with Captain Hull and Colonel Binney that witness' wages should be two dollars and a half a day, Mr. Fosdick sent for witness and Joseph Gould at work with witness to come and sign the pay rolls, witness went up and found

the roll was not carried out, no rate of pay was written, but witness won't be positive whether the number of days was carried out or not, witness don't recollect particularly about this, he looked only at the rate of pay to see if that was right as Mr. Fosdick had not got down witness' rate of pay as agreed, witness refused to sign the pay roll, telling Mr. Fosdick that he would not do it, he had agreed for fifteen shillings, that is, two dollars and a half, and he was not a going to sign his name there and leave Mr. Fosdick to fill it up with fifteen shillings and pay witness only two dollars, and so witness would lose a half a dollar a day, Fosdick said he did not understand witness was to have more than two dollars a day, Fosdick sent for witness two or three times to come and sign the pay rolls, but for the reasons above stated, witness refused ; soon after this Captain Hull saw witness in the Yard and said to him ; " Leman, why in hell don't you sign the pay rolls, what are you making such a damned fuss about it for?" Witness went and told Captain Hull that the pay roll was not made out, that if witness signed it in blank, witness would be paid only two dollars and the roll would be filled up with two dollars and a half, and the government would be defrauded. Being asked why he thought Captain Hull would refuse to pay him two dollars and a half, witness said Captain Hull had disputed witness' account before when they had been made according to agreement, and mentions an instance of a bargain made by witness through Mr. Barker with Captain Hull for some screws at a certain price, and aftert hey were done and witness brought in his account, and Captain Hull objected that the price was very high, witness reminded Captain Hull of his agreement, and afterwards Mr. Barker satisfied Captain Hull that the price was according to agreement. From a number of such things as these witness was apprehensive as before stated that he should not be allowed his full pay. At the conversation with Captain Hull after his refusal, as witness was stating, Captain Hull replied that he did not know that witness was to have more than two dollars. The same day in the afternoon, Fosdick sent again for witness, witness went, and finding the pay roll made out according to the agreement before mentioned, witness signed it, witness had a long while before that time suspected Mr. Fosdick of fraud in the pay rolls, having heard the men complain of having signed blank pay rolls ; witness being asked to mention the names of persons who had complained, witness mentions Gad Leavett who works in the Yard, witness is sure he complained before witness refused, witness can mention no other as having complained, witness mentions another reason why he suspected Mr. Fosdick's fraud, that Mr. Fosdick appeared to be very streneous and vehement to have witness sign it, he told witness all the others had signed it in blank, he gave witness no reason why it was not filled up ; after that the rolls were always filled out properly and witness got his wages regularly, witness did not mention his suspicions to Captain Hull nor to any person whatever, there was a good deal of conversation about that time about Mr. Fosdick's

making the men sign blank pay rolls, but witness never mentioned his suspicions to any of the men, otherwise than by saying there was room for fraud.

The Court adjourned to half past 9 o'clock A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 5TH, A. D. 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Daniel Leman's examination was continued on the fourth general interrogatory, to which he answers further, and says he does not know that Captain Hull did take proper measures for the detection of Fosdick's fraud and recovery of satisfaction for the government. As to Captain Hull's improper connection, or collusion with Fosdick in the fraud alluded to, witness says he believes he had, and being requested to state his reasons, says, the first reason is the manner in which Captain Hull spoke to witness, when he asked witness why witness did not sign the pay rolls, witness thinks Fosdick must have told Captain Hull of witness' refusal to sign the pay rolls, and that was the reason that Captain Hull spoke to witness as he did; the next reason is the rolls being kept in the room where Captain Hull keeps, and always under his eye for aught witness knows, that it seems to him impossible that Captain Hull should not know that the fraud was committing at the time of it. Recent information witness has on the subject is from Mr. Barker's testimony on Lieutenant Abbot's trial, Mr. Barker testified that five rolls, witness presumes in succession, which is ten weeks work were all filled up with six days each, when Mr. Barker knew the men had not worked so many days, witness thinks this couldn't have been done without Captain Hull's knowledge; this circumstance with others before stated makes witness believe that Captain Hull was concerned with Fosdick. Witness has one reason more, a Mr. Sawyer, a blacksmith who works in Boston, stated in witness' brother Ebenezer's shop, that he Sawyer has been paid 3 dollars of a Saturday night for making over weight in iron, say weighing one bolt two or three times over in the Navy-Yard; when this was done witness does not know; of whom Sawyer received the money witness does not know. Witness does not know that Captain Hull ever knew of this, or heard of it before this time, witness has only heard of this within a fortnight. Witness does not recollect at present any other reason for his belief that Captain Hull was concerned with Fosdick in fraud. Witness says there are other instances of public property being taken for private use, and of men being employed for Captain Hull's private use, while paid by the United States government as he believes; his reasons are, that he is informed that one Samuel Holbrook, now in Boston, working at Leach Harris, worked on the side walks in front of Captain Hull's houses, putting up fences, boxing in the trees, and witness believes that the mate-

rials were public property taken from the Navy-Yard, and that Holbrook received his pay from government for the same time he was so employed for Captain Hull's private use. Witness has also been informed that Jesse Wilson worked on Captain Hull's ten foot buildings and took from the Navy-Yard store, kept by Mr. Keating, nails and spikes for Captain Hull's use, whether Jesse Wilson received pay at the same time, witness dont know, can't say. Mameluke Hayes, of Charlestown, supplied sand for these ten foot buildings, and Captain Hull, as witness has been credibly informed, one day asked Hayes how much sand he had left, Hayes replied about 12 tons, Captain Hull asked him if he could not make more of it, witness was not informed what Hayes answered ; but Captain Hull took the sand for government use and told Hayes to make it 20 tons, Hayes made out his bill for 20 tons. Captain Hull gave him an order on Mr. Binney Navy Agent, and Hayes got his money. This information came to witness from Mr. Skillings, a man to work in witness' shop but don't recollect his christian name, believes it was Samuel.

George Carlisle, a blacksmith at Mr. Tapleys, told witness that he had cut off pieces from iron bars being public property for Captain Hull's houses, and that John Hovey took them from the shop. Witness referring to his testimony under the second general interrogatory mentions John Shannon as one of the men employed in digging the cellar.

To the fifth general Interrogatory. Witness says that he knows of no such instance of oppression, but he believes there has been such oppression, witness states his belief that men had been compelled to purchase their grog from a person in the Yard, a shop being fixed up in the ship house for that purpose by Mr. Childs, who kept a shop outside of the Yard. Being asked if he considers it oppression to exact of men to attend the roll call as often as the officers of the Yard required, and men had agreed, witness says yes he does, if the roll was called at unusual hours, even though the time of roll call was so agreed, witness says he considers it oppressive that he was required when he was at work on the capstan to come to work at sun rise. Captain Hull required witness to do so, saying he wanted to get a full days work out of witness, witness being asked if he had agreed to come at sunrise, says he had, but still he considered it oppression. Witness proceeded in his statement of the instance of oppression, and says there was, as he has been informed, a liquor shop in the ship house, and all the men were required to buy their liquor there during working hours on pain of being discharged. Mr. Childs, who kept a store outside of the Yard, supplied this shop. Witness considered this oppressive, witness was informed of that by Benjamin Turner, Thomas Till, and Benjamin Follingsby, the latter works at Mr. Hart's Yard in Boston, and Thomas Lamphear of Charlestown had been threatened with discharge if they did not so buy their grog, but witness don't know nor ever heard of any instance of any man being discharg-

ed. Being asked whether if this shop were established, and such a regulation made for the purpose of saving the loss of men's time in going out of the Yard for their grog morning and afternoon, witness would think this reasonable and proper, witness says he himself thinks it would be, but perhaps others might not. Witness being asked if he knew or believed there was any other instance of improper conduct of Captain Hull as commandant of the Navy-Yard, witness says he was told this morning by Joseph Simonds, jr. a hatter in Charlestown, that Lieutenant Percival had sometime in this, or the last year, written a paper against Captain Hull, and called on William Gordon, of Charlestown, a lawyer for advice, whether it would do to publish it, and Mr. Gordon said he would have nothing to do with it; what the paper contained or what was written in it, witness don't know.

Question by same. Did Lieutenant Abbot call to see you the last evening and did you not go and see him this morning, have you or not seen him since your examination before this Court commenced?

A. Witness says Lieutenant Abbot did not call to see him last evening, and witness did not go to see Lieutenant Abbot this morning; witness has seen Lieutenant Abbot several times before witness' examination commenced, but only once since, witness went to see Lieutenant Abbot at his lodgings in Boston last evening.

Question by same. Did you have any conversation with him on the subject of your testimony, or of persons who might be named to the Court as witnesses to be summoned before them, and did you converse with him as to what you should testify to this morning, and did you show him the memorandum you have made use of this morning?

A Witness had conversation with Lieutenant Abbot on the subject of witness' testimony, witness says he did not converse with Lieutenant Abbot of such persons except that Lieutenant Abbot gave up to witness some names to bring before the Court, witness asked Lieutenant Abbot if he had mentioned those names in his testimony, and Lieutenant Abbot said no, and witness asked him to give witness back those names, these were written on paper, witness had originally given them to Lieutenant Abbot's counsel in his trial, Mr. Waldo, who called in at witness' shop in Charlestown near the Navy-Yard, one day, when Mr. Abbot was under examination in this Court, witness further says he did not converse with Lieutenant Abbot as to what witness should testify to this morning, and witness did not show him the memorandum, but named to him from the memorandum about the rum shop. The memorandum was sometime on the table, and sometime in witness' hand, witness made this memorandum in part before Mr. Abbot's trial, and part of it witness has made since.

Question by same. Was any other person present with you last evening, when you had your interview with Abbot?

A. No, no person.

Question by same. Did you call on your brother last evening, or in the course of yesterday?

A. No, witness has not seen him since a week ago last Sunday.

Question by same. Did you tell Lieutenant Abbot, or Lawyer Waldo, or any other person, that Captain Hull had called on Captain Benjamin Whipple, and tried to persuade him not to come before this Court to be examined on this trial, and if so, when did you tell him?

A. No, witness never told him or his counsel so, never said a word on the subject to either of them. or any other person.

Question by same. Have you seen Samuel Holbrook and conversed with him relative to the subject concerning which you have testified, if so, when did you last see him, and if you have not seen him, who mentioned his name to you, and when were you, and by whom told, he thus worked.

A. No, witness don't know the man, his name was mentioned to witness by Benjamin Bretnall, out side of the gate, who told witness one day last week that Holbrook had thus worked.

Question by same. Did you ever before or during the trial of Lieutenant Abbot, converse with him and Doctor Trevett on the subject of frauds in the Yard, and did they not, or one of them at sometime request you, or has any one, and if so who requested you to collect what information you could on the subject, or has either of them since his trial asked you to collect information, or has any one else thus requested you or been to see you on the subject, and if so, state who they were.

A. Witness has conversed with them on the subject, and they requested witness to name any information witness might have, this was before and at the time of Mr. Abbot's trial, but neither of them or any other person has asked witness to collect information, or been to see witness on the subject since except as before mentioned, witness has come forward upon the invitation in the papers to tell what he knows.

Question by same How long before the difficulty which you state you had with Fosdick, did you suspect him of fraud in the pay rolls?

A Witness don't know, he could not state whether it was six months or a year.

Question by same. Was your name ever borne on the rolls, and did you ever sign any pay rolls in the Yard previous to your commencing work in the Yard on the 17th May, 1816? If so, at what time and how often?

A. Yes, a great many years ago, when the Constitution was repaired at May's wharf, when Captain Hull was Lieutenant of her, never after until he worked on the capstans in the Navy-Yard in May, 1816.

Question by same. Have you ever worked in the Navy-Yard by the day, and had your name borne on the rolls at any other time than in May and June, 1816, if so at what times?

A. Witness says no, witness says he has worked in the Yard by the day, and Commodore Bainbridge trusted to witness' account, or was so well satisfied with it there was no dispute.

Question by same. How many pay rolls have you signed in the Yard?

A. Witness can't say, could not recollect how many, witness worked about three or four weeks at the time he signed the pay rolls.

Question by same. Were you ever asked to sign a blank pay roll, after the one you say was presented to you the first week of June, 1816, if so, when was it, and by whom were you thus asked?

A. Witness says no, he was not; it was always made out when witness went into the office to sign it, both for witness' name and Mr. Gould's name, who work with witness.

Question by same. Who was present at the time you signed the pay roll concerning which you had the difficulty and did you receive the money, and from whom did you receive it, at the time of signing, and state particularly the names of those persons which were signed in blank, both before and after yours, and were these names both above and below yours?

A. No person was present but Mr. Fosdick, witness received the money then and from Mr. Fosdick there were names signed in blank both above and below witness', whose these were witness does not recollect, presumes they can be ascertained by referring to the pay roll; whether all were so signed in blank, witness cannot say, Mr. Fosdick said at the time all had signed in blank.

Question by same. Have you, or have you not repeatedly asked for money to be advanced to you on account of work at other times than when working on the capstan?

A Witness has asked, and obtained it from Mr. Binney, and given his note for it on interest, witness had some work to do, making carronade carriages, before he could get his bill approved. Witness had money advanced to him in like manner by Mr. Binney, when witness was at work on the capstan. Witness considered the work finished when he turned the carriages into the Yard, witness had to fit on the securing bolts, and bolts into the port cills and see the carriages fitted before his contract was all done, and witness entitled to have his money.

Question by same. When Levett complained to you of being obliged to sign blank pay rolls, did he state to you that any reason had been assigned for it, or what was the complaint he made, and did, or did not his telling you of this excite you suspicion against Fosdick, when he asked you to sign a blank pay roll?

A. Witness says Levett did not complain to witness particularly, witness heard of his complaining generally, Levett did not state to witness any reason, the complaint which witness understood Levett had made was taken from Mr. Barker's testimony, what it was witness did not hear can't state particularly, Levett did not tell witness of this. Witness hearing of Levett's complaints, or any other persons, did not excite witness' suspicion against Fosdick, when Fosdick asked witness to sign a blank pay roll. It was the general run of talk that excited witness' suspicion at that time, and Mr.

Fosdick's vehemence before mentioned confirmed witness in the full belief of Fosdick's fraud.

Question by same. Did you ever state you would not work in the Yard to be tied to the bell-rope ?

A. Witness says he has no recollection of it now, he might have said so.

Question by Captain Hull. When you have been employed in making gun carriages, have you not been specially directed by Captain Hull to saw the wood to the best advantage, and make use of all the pieces ?

A. Witness don't recollect particularly Captain Hull's having made this request ; he might have done so.

Question. What in your opinion was the motive of Captain Hull when he disputed your bills and said they were high, do you think that he could derive private benefit by reducing your charges ?

A. Witness thinks Captain Hull's motive was for the public good, and he could not derive any private benefit from reducing witness' charges. When the bills were disputed and marked as being overcharged and reduced, witness gave receipts for the sum he actually received.

Lieutenant Caldwell, called again, testified as follows :

Question. Did you ever state to any person and whom, that Lieutenant Macomber has said he dared do any thing in this Yard, that he dared shake a stick over Captain Hull's head ?

A. No, not in these words, witness once asked Lieutenant Macomber in common conversation, how he came to bear such sway in the Yard, keeping his horse an dgig in the Yard, he answered, O ! said he, I've got the old gentleman, meaning Captain Hull as witness supposed, under my thumb. Witness did not understand at the time that Mr. Macomber meant to say any thing disrespectful of Captain Hull not the least, witness never as he recollects mentioned this to Lieutenant Abbot, witness does not recollect that he ever mentioned this to any body, but thinks he must as witness has heard it mentioned. Since this Court has been in session Lieutenant Abbot has called on witness to try to impress witness' mind that Mr. Macomber has used the expressions in this question. Mr. Abbot stated to witness that he Lieutenant Abbot had so stated in his testimony in this Court, and that witness had told him so, witness replied that he never had told him so, and is confident now that he never did. Witness considered Mr. Macomber's words as spoken in joke, if witness had taken any other impression, witness thinks he should have asked Mr. Macomber what he meant, but witness did not, witness said nothing more to Mr. Macomber on the subject.

Question. Did you ever state to any person and to whom, that Fosdick had said that he would expose other persons more responsible than himself, if he was pushed too hard in the investigation of his frauds. *A.* Never, witness never heard so.

Question. Did you ever state to any person and to whom, that Mr. Parmenter, the chief clerk of the Navy Agent, had said he knew of Fosdick's fraud two years before Fosdick left this Yard?

A. Never. Mr. Abbot told witness that he had so told him, witness told Mr. Abbot he never did and in fact Mr. Parmenter never did tell witness so; while witness was thus talking Mr. Parmenter came in and immediately Mr Abbot said it was not witness who told him, it was Doctor Trevett who had told him, Mr. Abbot, that Mr Caldwell had told Dr. Trevett so. Mr. Parmenter then said he never had so stated, nor ever knew of it, as to the time of this conversation, witness cannot state it precisely but thinks he shall be able to do so. Witness is sure it is since witness gave his own testimony in this Court.

Question. Was *all* the copper weighed on the last survey, or only a part, if only a part was weighed, state what part, and the reason why the remaining part was not weighed?

A. All except the unbroken boxes of bolt and sheet copper which were bound with iron, and whole and in good order. The boxes appeared to be full, and to be in good order as they were imported and came into the Yard, and Captain Hull thought it unnecessary to weigh them; any box that appeared defective was opened and the sheets counted and found to correspond with the marks on the boxes.

Question. Was there any, and if any, what difference between the quantity of copper on hand as ascertained by survey, and as appeared to be on hand, by the storekeeper's books at the same time?

A. Witness says there was more by the survey than appeared on his books, Mr. Mull did all the writing, witness does not know the particlars; witness attended to the weighing of the copper and other articles.

Question. In what manner was the last survey upon the stores of the Yard, signed by the different officers who held the survey?

A. It was signed by the officers, Lieutenant Percival, witness, and Mr. Mull, according to their rank, after the return was made out, and the letter to commissioners written.

Question by same. Did Lieutenant Abbot at any time, state to you he had a conversation with Lieutenant Berry on the subject of the survey of the copper, and what did he tell you that Lieutenant Berry told him?

A. Lieutenant Abbot never did so state to witness at any time.

Question by same. Did you at any time during Lieutenant Abbot's examination have any conversation with him relative to a part of his testimony in which your name was mentioned, when was this and what passed between you?

A. On the day he was reported to be insane, witness saw Lieutenant Abbot, at the house where he lives, and told him witness understood that he had said something before the Court respecting witness that was improper, Lieutenant Abbot said he believed he

had said a good many things before the Court, that he wouldn't have said if he, Lieutenant Abbot, had been in his right mind. Witness told Lieutenant Abbot that witness had heard, that he had said some things against witness, that he must take back, and witness should request to be called before the Court on the subject. Witness forgets whether Lieutenant Abbot said he would or would not. This was in the afternoon of the day Lieutenant Abbot was reported insane. Lieutenant Abbot asked witness if he didn't suppose the Court thought him insane, witness told him he didn't know what the Court thought, but spectators in Court thought so ; witness does not recollect that Mr. Abbot made any reply.

Doctor Bates, storekeeper, called again testifies as follows, that he has compared all the invoices respecting the copper in the book denominated by Mr. Keating the copper book, and find that they agree with the book exactly.

Jonas Stutson, of Charlestown, a surveyor of lumber, was sworn, testified as follows :

To the first general Interrogatory. Witness says he knows that some white pine timber sawn square edged, which witness had surveyed, and which belonged to the United States was taken out of the Navy-Yard, since Captain Hull had the command, and carried to the brick house of Captain Hull out of the gate, witness knows it was used in the house, in the roof, Mr. Peirce used it. Afterwards Captain Hull asked witness how much witness thought there was, witness replied, he didn't know ; well, said Captain Hull, we don't expect you to come within a foot, do you think there was a thousand feet ? witness answered him, yes sir, I think there was. Witness was once a surveyor of timber in the Yard, and having been sick, in November, 1820, and recovered in April following, witness called on Captain Hull to report himself, Captain Hull told witness he thought of having the survey done by some person attached to the Yard. Witness asked Captain Hull, if witness didn't give him satisfaction, Captain Hull didn't say but witness did ; a lot of lumber was brought into the Yard and a surveyor came over from Boston to survey it and witness has never been employed in the Yard since November, as before stated. Witness can't attest that any other materials of the United States have been taken out of the Yard; witness believes that others were ; witness believes it because he has been told so ; witness can't name any person who so told him ; witness has heard that stone, brick, and pine plank, have been taken out for Captain Hull's ten-foot building. Aaron Hadley, witness now recollects told witness of the pine plank, as to other materials witness can't say. The stone, witness recollects about the stone, they told him it was a door stone, but as to the brick he is not certain he heard about this, witness won't say that he believes there was brick.

Court adjourned to half past nine of the clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 6TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Jonas Stutson's examination was continued as follows:

Upon the first general Interrogatory. Witness can't say from whom he heard about the stone, and can't say whether he believes, or disbelieves, that a stone was so taken; witness being asked if he knows, or believes there has been any other instance of public property being taken from the Yard for private use, says he does not.

To the second general Interrogatory. As to the employment of any men of the Navy-Yard, in the pay of the United States, for private use of Captain Hull, or any other person, witness does not know any instance, and he can't say he believes there has been any, and as to the cattle of the Navy-Yard, witness has seen these hauling stone from Parkman's wharf, to Captain Hull's ten-foot buildings, witness didn't know the driver of them at the time; witness don't know any other instance, and witness does not believe there has been any other instance.

To the third general Interrogatory. Witness answers in the negative.

To the fourth general Interrogatory. Witness answers in the negative.

To the fifth general Interrogatory. Witness answers in the negative.

Question by Captain Hull. Did, or did not, Captain Hull usually see to the survey of timber himself, and was not he particular in his attention to it?

A. He was as much so as any man that witness ever surveyed for, who owned the timber.

George S. Blake, a midshipman in the United States Navy, called by Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Are you acquainted with Lieutenant Abbot, and have you conversed with him previous to his trial, if so, please to state what he told you, and particularly with regard to his wife?

A. Witness is acquainted with Lieutenant Abbot, and conversed with him on board of the prize ship Mary Ann Flora, on the passage to this country in September, and October last. Lieutenant Abbot stated to witness that Captain Hull had treated him very ill; that he, Lieutenant Abbot, firmly believed that Captain Hull had been the cause of his wife's death; that she was sick and at the point of death, at the time Lieutenant Abbot applied for leave to go and see her, but Captain Hull still refused him permission to go and see her, and that worried her so much that it caused her death. Lieutenant Abbot had repeated conversations with witness on the subject, and he stated that he told Captain Hull that his wife was at the point of death, and Captain Hull said to him that the situation of

officers' wives couldn't interfere with the service. Lieutenant Abbot said at the same time that Captain Hull had been guilty of peculation in the copper in the Yard, to a large amount; and that he, Lieutenant Abbot, had proofs of it, or he could prove it. Lieutenant Abbot said he had written once to the Secretary of the Navy, and he Lieutenant Abbot meant to pursue the business, make more reports on the subject, and he intended to see it out. When talking about Captain Hull he used to work himself up into a most tremendous passion, and always seemed to have a most violent prejudice against him. Being asked if Lieutenant Abbot spoke of Captain Hull's withholding from him allowances, witness says he did ; and stated to witness that Captain Hull had withheld from him the allowance of chamber money, and in doing so had disobeyed a positive order of the Secretary of the Navy; Lieutenant Abbot said that Captain Hull would be disgraced. Lieutenant Abbot appeared to be actuated by ill will towards Captain Hull.

Question by same. Did Lieutenant Abbot tell you what proofs he had with regard to the copper, or how he expected to prove that Captain Hull had been guilty of peculation in the copper?

A. He did not, said he could prove satisfactorily that Captain Hull was accessory to Fosdick's fraud ; he mentioned no names. This statement was a month after the arrival of the Mary Ann Flora; the ill treatment of Captain Hull and his peculation was after spoken of by Lieutenant Abbot during the passage ; he spoke of them both more or less every day.

John Shannon, was sworn, and testified as follows :

Question. How long have you been employed in this Navy-Yard, and in what capacity, and what were your duties ?

A. Witness says he has been employed in the Navy-Yard nine years off and on ; witness has been master labourer in the Yard between four and five years ; as master labourer it is witness' duty to report to Mr. Keating, who kept the muster roll, the names of all labourers who should be absent from the Yard without knowledge or leave, and see that such labourers' names were taken from the muster roll ; sometimes the labourers reported themselves for this purpose to Mr. Keating ; this witness considers to be his duty, but sometimes the labourers work in different gangs, and of those who are not at work in witness' gang he does not know when they are absent. It sometimes happens that labourers are absent from the Yard and witness does not know it.

Question. Do you or do you not know, whether Henry Nichols, James Riley, Constant Boiland, William Calvin, H. Blesdell, or Terrence Collins, either of them have at any time been employed on Captain Hull's private property on the same days on which they had answered to their names in this Yard, if yea, when and where ?

A. Witness recollects that he has sent Henry Nichols out three or four different times to work on Captain Hull's houses, near Chelsea Bridge, some time last fall, in digging a trench for the cel-

lar wall, also James Riley and Constant Boiland, was employed on the same work in digging the cellar, before he came to work in the Yard, and witness does not recollect that Boiland was ever sent out after he came to work in the Yard as a labourer; witness does not know Calvin or Blesdell as labourers in the Yard; Terrence Collins worked at the same place before he entered the Yard, but has not been employed for Captain Hull since; Henry Nichols and James Riley answered to their names in the Yard the same days they were so sent out.

Question. Do you know of any other persons except those already mentioned who worked upon Captain Hull's private property on the same days that they had answered to their names in the Yard, if yea, state their names?

A. Better than four years ago, five or six in one day were sent out to remove a ten-foot wooden building near the western gate; one was Hugh Cumisky, but witness does not recollect the names of the others; at another time three or four men were sent out of the Yard to dig the cellar for the building removed; witness don't recollect that any others were sent out at any other time. The men employed in digging the cellar, were employed ten days more or less, witness don't recollect now, it is so long ago; witness was employed himself at the moving of the building; witness was sometimes out fifteen minutes to half an hour, at Captain Hull's houses, near Chelsea Bridge, but was not employed upon them, but went on witness' own authority to see if the men were going on right; witness is sure he was not out more than half an hour at any time.

Question. Do you know whether the persons whom you have stated as working upon Captain Hull's private property, on the same days that they answered to their names in the Yard, had their names taken from the rolls of the Yard for the time they thus worked out of the Yard?

A. Their names were all taken off: none ever worked an hour for Captain Hull, and received pay to witness' knowledge at the same time from the United States; witness sometimes used to go with the men to Mr. Keating and tell him they were going to work for Captain Hull, and asked Mr. Keating to take their names off his roll, at others witness took the names off his own roll, and reported them to Mr. Keating. All the time the labourers worked for Captain Hull, whom witness knows were so employed, witness received the money from Captain Hull, for them and settled with them.

To the first general Interrogatory. Witness says he helped to carry out the three sticks of timber which were used to move Captain Hull's buildings, and to bring them back afterwards; they were all returned. Witness further states that while Captain Hull's brick house was building, Tapley, the blacksmith, who had been employed, as witness understood, to do the iron work for the house was absent, and the man employed in laying the bricks told witness, that he had two men standing still for want of a bar, over the oven or chimney place, Captain Hull was sick at that time, and witness

went to the Government shop where Shadrack Varney had the superintendence, and asked him to let witness have a bar; he found a short piece within a few inches of the right length, and cut off a piece of a few inches, and witness saw the bar taken and carried to Captain Hull's house where it was used, but witness himself got a bar from the old house of the same size and value, and returned it to Mr. Varney within a few days after, witness knows of no other instance, and does not believe there is any.

To the second general Interrogatory. Witness says he knows of no other instance of the employment of men than as before stated; he has seen the team employed hauling gravel to make the road in the Yard, but this he considers was for public use; witness has no reason to believe there is any other instance.

To the third general Interrogatory. Witness says he knows of no instance; witness has always been required by Captain Hull to work diligently, and witness has no reason to believe that Captain Hull ever neglected any duty; it was a subject of complaint, among all the mechanicks and labourers, that Captain Hull was too strict with the men in respect to the employment of their time; witness has thought so himself, but don't know if Captain Hull was more so than his duty required.

To the fourth general Interrogatory. Witness answers in the negative.

To the fifth general Interrogatory. Witness says he knows of no instance, and does not believe there are any.

Question by Captain Hull. Did Captain Hull know of your having taken or sent men out of the Yard to work for his use in the manner you have stated?

A. Captain Hull did not know, at the time the men were employed at the houses near Chelsea Bridge, that witness had taken them from the Yard.

Question by same. Did Captain Hull give you any charge concerning the men who were employed for his private use, who at any time had been borne on the muster roll, or were at work in the Yard?

A. Captain Hull always told witness, when witness took a man from the Yard for Captain Hull's service, to see that his name was taken off the roll.

Caleb Peirce, master joiner, was called again and answered as follows:

Question. Do you know whether Samuel Holbrook, Jesse Wilson, Robert Turner, Isaac Waite, Harrison Wingate, or any other person, ever worked upon Captain Hull's private property the same days that they had answered to their names in the Yard, if yea, state when, and where?

A. Samuel Holbrook was a warrant officer and not mustered; witness does not know respecting him; witness thinks Jesse Wilson has in 1813, but can't say positively. Robert Turner was witness' apprentice, but witness can't say whether he has or not, thinks

he has; Israel Waite has, Harrison Wingate has, Jesse Wilson worked in the fall of 1818, on Captain Hull's house or shop near the western gate. Robert Turner worked at the same place, witness thinks in September, 1818. Israel Waite and Harrison Wingate at same time and place; witness further mentions Thomas Hay, and Simeon Snow, at same time and place; also, Aaron Kahew, William Bolton, Charles Varney, and Andrew Moulton, at same time and place; witness don't recollect any others.

Question. Do you know whether the names of the persons you have stated as working upon Captain Hull's private property on the same days they answered to their names in the Yard, were taken from the rolls for the time they thus worked for Captain Hull?

A. Witness knows they were positively taken from the rolls; witness made it his business to see they were; witness used to direct Mr. Keating not to put on the names of these persons until the witness himself should direct him to do so?

Question by Captain Hull. Did any injury happen to the public service by taking men from the Yard to work on Captain Hull's house. *A.* No.

Henry Tolman was called again, and answered as follows:

Question. Do you know whether Nathaniel Turner, James Powers, William Hoppin, Ebenezer Jackson, Philip Butler, or any other person has been employed for Captain Hull's private benefit on the same days that they had answered to their names in the Yard, if yea, state when and where?

A. All have but Powers and Butler: as to Powers witness don't recollect whether he has or not; Butler has not witness knows, because he did not enter the Yard until after he had done working for Captain Hull; witness knows of no other persons having been so employed.

Question. Do you know whether the names of the persons you have stated as having been employed for Captain Hull's private benefit, on the same days they answered to their names in the Yard, were taken from the rolls for the time they were thus employed for Captain Hull?

A. Witness says they were; witness gave directions to Mr. Keating to have them so taken off, and witness thinks there was no instance that the men were so employed, but he went to see their names so taken off.

Question by Captain Hull. Did Mr. Keating ever show you a roll or book kept by Mr. Fosdick, and which he Keating thought had been altered, if so, when was this, and who was present, and did this happen more than once?

A. Keating showed witness one sheet of a muster book kept by himself, holding it up to the light, and directing witness' attention to some erasures, and asked witness if he saw them, witness said he did. Keating said he was sorry he did. This was in 1820, between the first of January and first of February; witness is positive as to the time from circumstances now in his recollection; witness did not take any impressions of any fraud at the time, but after

Fosdick's fraud was discovered, witness recollected this and said to Keating one day, "you did not show that book for nothing." Keating then told witness he always knew the fraud..

Captain Hull, for the purpose of saving the time of the Court, admits that he did order that the men employed in the Yard, should not be permitted to go out of the Yard to buy their grog; the men were allowed their ration of liquor either in money or grog as they chose, but if they took grog, they were directed to procure the same at a shop in the ship house, and that it should be served at 11 o'clock A. M. and 4 P. M. and at no other times. That the shop where it was sold should be opened only 15 minutes at a time, and the men were limited to a half pint per day, and that no one was allowed to buy spirit and carry it from the shop, and that no spirit was permitted to be sold to strangers visiting the Yard, or to sailors belonging to the Yard, or attached to ships in ordinary.

Captain Hull further admits, that Mr. Varney the blacksmith of the Yard did make, or allowed to be made from the iron belonging to the United States. two axes, a shovel, a pair of tongs, and a garden rake, and that Mr. Varney carried them openly out of the shop, and he admits there was a large quantity of old iron where the Constitution was repaired taken into the shop, wrought and turned out. It was entered on the slate without stating it to be new or old and this is constantly done, and he admits that one of the men employed in the Yard, put two hoops on the hubs of his coach wheels, but this was done without his knowledge

Captain Hull, also admits, that Mr. Peirson and Mr. Hadley did take some clear dry plank from the Yard, which belonged to the United States, which were used on his Captain Hull's houses, for his private benefit.

Captain Hull, also admits, that a few sticks of timber were taken from the Yard, by the government oxen, to be used in moving a building, and also that the oxen have been employed in hauling stones from the wharf to the house, and in bringing dirt from the cellar of his house into the Navy-Yard. He also admits that small pieces of yellow pine were taken from some old condemned timber lying in the Yard near the barn, to make a frame for a cellar door to his house out side of the gate; that three or four pair of old iron hinges were carried from the blacksmith's shop to be used about his house and that some nails were used about the house, which were taken from the store in the Yard. He also admits, that two or three loads of small timber were carried out through the lower gate of the Navy-Yard near Chelsea bridge.

Shadrack Varney, called again. Being asked if a bar of iron was brought to his shop by John Shannon to replace one that he had taken for Captain Hull's use, if yea, when? witness says that he met Shannon about two or three years since, at the time Captain Hull's house was repairing, coming into, or towards the gate, and Shannon said he had just been replacing a bar of iron that he had borrowed a few days before.

Question by Captain Hull. Did you make, or cause to be made in the public shop, two axes, one shovel, a pair of tongs, and a garden rake, if so, for what purpose did you make them, and did Captain Hull know of it?

A. Witness made one shovel, and about three pair of tongs for public use, in the offices in the Navy-Yard; witness carried only one axe out of the Yard, and this to Lieutenant Ward for his use; witness also made two small rakes for Mr. Bogman, the gunner, who had a garden in the Yard, also half a dozen for Captain Hull's garden, and witness thinks he may have made one for sailing master Waldo; the rakes above mentioned were about six inches, with three or four little teeth, worth about from 12 to 15 cents; the axe was lent to Mr. Ward, Mr. Ward engaging to return it; Captain Hull never knew of these circumstances as witness believes.

Question by same. When old iron was wrought in the shop, did you enter it on the slate, and could you distinguish the old from the new, so as to enter it correctly on your books?

A. Witness did enter it on the slate, so as to distinguish the new from the old, and it was so distinguished that Mr. Fosdick, to whom witness made, as before stated, return of witness' work, could distinguish it. But in making up his work in his own book at the end of the year, witness entered it all together; witness made entries of his work, on his book from time to time from his slate.

Question. Was there ever any person specially appointed to weigh the articles made in the shop under your direction, if yea, who was so appointed, or who did attend to weighing such articles?

A. Mr. Keating, by order of Captain Hull, and to weigh witness' work, and when witness worked by the day, Keating continued to do the same; witness commenced in March, 1816; Richard Dunn was appointed to weigh the work, and made return to Mr. Keating; Dunn took the place of Keating because he was sick, Dunn commenced in 1818, and left off in about 3 months, since that time witness has weighed his own work with the assistance of the men in the shop.

The Court adjourned to half past nine o'clock A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 7TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Harrison Wingate, of Charlestown, house wright was sworn, and testified, that he was employed as a joiner in the Navy-Yard; commenced December, 1818, and was at work there about two years; does not belong to the Navy-Yard now, witness worked for Captain Hull on his private property in November, and part of December, 1818.

The admissions of Captain Hull respecting the use of materials

were read to witness, and being asked if he knew of any other materials being so taken for Captain Hull's use, witness says he does, he knows there were about 20 or 30 pounds of spikes, there was one Sprague that did the work, and knows more about the spikes; there were, also, about 10 to 12 dozen dog nails taken from Varney's shop, these were worth about one dollar; witness also knows that he made five sets of window blinds, and the hinges for these were made in the Navy-Yard, under direction of Mr. Varney, the value of these is about 33 cents a set, 5 sets in all; witness thinks there were more than four pair of hinges other than these, viz: four pair more, and some of them were new, these were worth 37 cents a pair; as to the small pieces of pine, called yellow pine, mentioned in the admission, witness says there were two pieces of pine, and also one piece of oak. The worth of all these was about one dollar and a quarter. There were gutters made for Captain Hull's house of United States boards, they were made by witness in working hours, by Captain Hull's consent.

Being asked by whose direction he took the nails, witness says by Captain Hull's; the value of these gutters after finished was about two dollars and 25 cents, witness thinks it was a good days work to make them; the nails used were Captain Hull's; witness says he cannot specify any other materials, there were other things, can't say what; witness being asked how Captain Hull gave his consent, witness says, witness lived in the house, and these gutters were wanted, and witness asked Captain Hull if witness should do them, he said yes, witness obtained the boards from Mr. Peirce, master joiner, and made the gutters under direction of Mr. Peirce in the shop, witness don't know, can't recollect that Captain Hull directed witness to make them in the shop; witness being asked if Captain Hull knew these gutters were made of government materials and with government time, says he thinks he must have known it, though Captain Hull did not come into the shop, as witness recollects, to see witness make them; witness' reason is, that he thinks Captain Hull would have known it, if materials had been obtained elsewhere, and as they were not obtained elsewhere, he must have known they were taken from the Yard. As to witness' payment for this time, witness may have received this from Mr Fosdick on account of Captain Hull, but he thinks he received his pay from the government as usual. Witness' name was taken from the rolls when witness was making the blinds; witness thinks that his name was not always taken from the rolls all the time witness was at work for Captain Hull; witness cannot specify the exact time he so worked for Captain Hull, and at the same time received pay from the United States. He is sure that he has answered every roll call in the Yard some days when he has worked several hours out of the Yard on Captain Hull's buildings. Witness recollects that one day he was going out of the Yard with Mr. Peirce, the master joiner, who had directed witness to go to work at Captain Hull's house, and Mr. Peirce knew, as witness swears, that witness knew that he,

witness, was sent out of the Yard, on little jobs for Captain Hull too often, and as they were walking along, Mr. Peirce said to witness, that if he, Mr. Peirce, was called upon oath, he should not know what to do, or answer; witness understood him to be speaking in respect of these little jobs; witness further states that the men's being sent out of the Yard to do jobs for Captain Hull, without having their names taken from the rolls, had been often spoken of; witness had spoken of it too often for his good, perhaps this was the reason of witness' being discharged from the Yard; witness was discharged, it may have been because witness went out of the Yard to get his grog, when the orders were that he should get it in the Yard. There was another reason; perhaps Mr. Peirce told witness the reason was because witness was not willing to do his share of hard work. One Jonathan Pearson cautioned witness not to speak of the private work which witness did out of the Yard, or the private work which witness did in it. Witness being asked if he can specify how much time in all he worked for Captain Hull when his name was not taken off the roll, witness says he cannot state any particular time. It was very frequently the case he thinks, so frequently that Mr. Peirce used to say he was tired of it. Witness being asked if the value of the time witness was so employed was equal to ten dollars, says he can't say, he does not know how long he was so employed, witness says he worked constantly, lost but little time; witness lost 8 days at one time, and at another 2 or 3 days, and occasionally some halves and quarters of days; it appears, from witness' books, that he worked full days, and was pretty punctual in 1819. Witness being asked, if he knows that the money received from Fosdick at the times witness worked for Captain Hull was from government, witness says that when any account of the time he worked for Captain Hull was taken, a separate bill was made of this, and witness signed this separately. Witness is positive that he has worked for Captain Hull, and when he was paid by Mr. Fosdick; witness did not sign a separate bill for this, and witness was sensible of this at the time, but did not mention it to Mr. Fosdick; witness was as sure there would not be a particular bill before Mr. Fosdick made up the pay roll and witness signed it, as after, because Mr. Keating would say to witness at roll call, Wingate, your name is off, when it had been taken off, and whenever Keating did not say so, witness was sure of having his whole pay. Witness referred to printed testimony at the trial of Lieutenant Abbot as given by himself, respecting the borrowing of some nails, and states witness thought it incorrect, and desires to correct it. This testimony being read to him from the official publication, witness says that it appears to him now differently and correct. Witness being asked by whose direction he took the nails that were borrowed, witness says he took the nails by direction of Captain Hull. It being stated to witness that this was inconsistent with his former testimony, witness says he took them by direction of Mr. Peirce as well as of Captain Hull. Witness being asked if he knew of any persons who worked on Captain Hull's private property and answered to their names in the

Yard, on the same days they so worked, other than the following, Samuel Holbrook, Jesse Wilson, Robert Turner, Samuel Waite, and himself, witness says he does not.

The Court adjourned to half past nine of the clock A. M. Monday next.

UNITED STATES' NAVY-YARD, CHARLESTOWN, SEPTEMBER 9TH, 1822.

The Court met according to adjournment; present, all the members, the Judge-Advocate, and Captain Hull.

Harrison Wingate called again, testified as follows:

Question by Captain Hull. Have you ever signed any bills or rolls for work done for Captain Hull's private use; if yea, how many have you thus signed, and at what time? State as accurately as you can recollect.

A. Witness has signed bills, and once a roll Witness may have signed as many as six, including the roll. It was in 1818, 1819, and 1820; one in 1818, was the last of December, and was signed to Mr. Pierce, who was witness' pay-master; the bill was about $ 90; that in 1819, was in September, witness thinks; this was for the blinds before mentioned. Witness cannot mention any month in the year 1820, nor specify more particularly the times of signing the others. The roll above-mentioned, was signed since witness left the Yard.

Question by same. Did you keep a separate account for the work done outside of the Yard, and render your bills for it?

A Witness never did keep such separate accounts, but trusted to Mr. Fosdick after the first time; witness trusted to him because he always found him very correct; witness rendered no bills. Witness worked forty-two days on Captain Hull's house, and furnished nails and other articles which made up the amount of bill settled, as before stated, with Mr. Peirce.

George Blake, Esq. United States' District Attorney, for the Massachusetts' District, was sworn and testified:

To the first, second, and third general Interrogatories. He answers in the negative.

To the fourth general Interrogatory. He says that he has reasons to believe that Captain Hull made very great and extraordinary exertions to detect the fraud of Mr. Fosdick. Witness' first information of the fraud was from Captain Hull, who, on the last of January or first of February, 1821, called on witness at his office, and appeared to be in great trouble, and stated that he had recently discovered what he supposed to be great frauds, on the part of Fosdick, whom he had heretofore looked upon as a man of uncommon integrity. He also stated, at the same time, the particular circumstances which led him to suspect the fraud, and the means which had enabled him to trace it as far as he had then proceeded. That, from the investigation, as far as he had then gone into it, he had reason to believe the fraud was to the amount of thirty or forty thousand dollars; that he had got proof to about twenty thousand.

He, at the same time, stated, he had been conversing with Mr Charles Bradbury, who was the friend and Agent of Mr. Fosdick, not, however, having yet disclosed his suspicions, but with a view to ascertain the property of Mr. Fosdick, in or about Boston, which could be attached; and that he had discovered that Fosdick was in possession of considerable property; some in the public funds, and a considerable amount in shares of the different Banks, and other corporations, amounting altogether, as he supposed, to upwards of $20,000. He requested witness to point out the course it behoved him to pursue for the recovery of this property. Witness told him witness would draw a writ, and lay an attachment on all property in this quarter; and witness advised Captain Hull, after this, to pursue Fosdick and arrest him. Witness, thereupon, on the same day, drew a trustee writ, on behalf of the United States, and the Marshal served the process on all those Corporations, and attached the property. This was done secretly. Having done this, witness advised Captain Hull to proceed to New-York, where it was understood Fosdick then was, and if Fosdick was not then there, to pursue him where he might be. Captain Hull readily assented to this, and remarked that he should go on, and should not return till he had found Fosdick, as there was reason to apprehend the fraud was more extensive than had been then ascertained. At same time, witness gave Captain Hull a letter to Mr. Tillotson, United States' District Attorney, in New-York, giving him some general account of the case, and requested Mr. Tillotson to afford Captain Hull all the assistance in his power, for the accomplishment of the object he had in view. Captain Hull proceeded accordingly to New-York. It was thought expedient to take all measures secretly, so that no friend of Fosdick's should give him notice of what measures were in contemplation against him. Captain Hull was absent two or three weeks. On his return, Captain Hull came to witness' office, and brought to witness an assignment from Fosdick, transferring to Charles Bradbury a large portion of stocks, insurance shares, and bank shares. Witness has not a copy of this; the whole amount was supposed to be about $ 70,000.— According to the terms of the assignment, Mr. Bradbury was to hold the same, in the capacity of a trustee, as a fund for the payment of any sum which should be ascertained to be due from Fosdick to the United States. On receiving this assignment, witness wrote a letter to the Comptroller of the Treasury, dated March 4, 1821; copy of which, witness produces to the Court, and read the same, which is transcribed as follows :—

Boston, March 4, 1821.

Sir—In consequence of a representation which was made to me several weeks since, by Captain Isaac Hull, the Commandant of the Navy-Yard at Charlestown, in this district, I have been engaged, in co-operation with that gentleman, in a series of measures for the recovery of a large sum of money of which it is supposed the United States have been defrauded by one of the agents heretofore belonging to that establishment; and such in fact is the present posture of the case, that I deem it now to be my duty to make you acquainted with its leading circumstances; and to request you would favour me with your advice and instruction

as to the course of procedure which shall, hereafter, be adopted respecting it. From the statement of Captain Hull, it appears that a young gentleman, by the name of Benjamin Hichborn, had officiated at the Navy-Yard for five or six years, in the capacity of assistant storekeeper and chief clerk of the Yard; that, among other duties appertaining to his station during the whole period above mentioned, was that of attending to the adjustment of all accounts with the labourers in the Yard, to the payment of their wages, and in fact, to the disbursement of all the public moneys which, from time to time, have been appropriated in carrying on the various business of that extensive establishment; by Captain Hull, as well as by his immediate predecessor, Commodore Bainbridge, this young gentleman had, hitherto, it seems, been holden in very high estimation; and for activity and intelligence as an accountant, as well as on the score of integrity and a high sense of honour, was supposed by them both to have been deserving of the almost unlimited confidence that was reposed in him. It now appears, however, that the good opinion which had been entertained of the young man was altogether unmerited; and from a series of circumstances that have recently been disclosed, there is much reason to believe that, from almost the very commencement of his agency, at the Navy-Yard, up to the time of his leaving it, 6 or 7 months ago, he must have been concerned in a constant, uninterrupted course of peculation and embezzlement; and that the aggregate amount of the public moneys now remaining in his hands, and for which he is justly accountable to the government, cannot be much less, but probably may be more, than the sum of forty thousand dollars.

Upon reviewing this statement of circumstances from Captain Hull about three weeks since, which however was not accompanied by the exhibition of any such evidence as could have been deemed sufficient, in a court of law, to establish the charge of fraud upon the supposed delinquent, I nevertheless, considered it to be my duty, with a view to the ultimate security of the United States, to commence proceedings against him without the least delay. A special writ of attachment was accordingly issued, in the name and behalf of the United States, and property of the defendant, consisting of Bank stock, and shares in several of the Insurance Offices, in this town, seized upon, to the extent of, from twenty to thirty thousand dollars. Even this amount appearing, however, to be insufficient to cover the probable claims of the United States, and it being understood that Hichborn was then on a visit to New-York, and in possession of considerable property there, I advised Captain Hull to go on in pursuit of him without the least delay with the view of securing the person of the delinquent, and thus of bringing him to some adjustment which might supercede the necessity of a formal trial of the case at law.

The opinion of Captain Hull having been in accordance with my own, on this head, he proceeded immediately to the City of New York; where it seems he succeeded in arresting Hichborn, and in obtaining from him a full acknowledgment of the frauds of which he had been suspected, accompanied also by a transfer of public stocks, and other personal property, to an amount which must, without the least doubt, be abundantly sufficient, to satisfy all the demands of the United States, in any possible event. It being, however, yet uncertain what might be the amount of these demands, concerning which the estimates of Mr. Hichborn, as well as those of Captain Hull, had been hitherto rather a matter of conjecture, than the result of any attempt at precise calculation, on either side, an arrangement was eventually agreed upon, by counsel employed by the parties, respectively, at New-York, which resulted in an assignment of certain property, by the defendant, of which I have the honour to forward for your inspection the accompanying transcript. It will be perceived, on reference to this instrument, that stocks and other property of Mr. Hichborn, of the value of sixty thousand dollars, and upwards, in which, as we have good reason to believe, is comprehended all the property of any considerable value belonging to him, is transferred to a gentleman in this place, by the name of Charles Bradbury, who, by the terms of the instrument, is to hold the same in the capacity of a trustee, as a fund, for the satifaction of the debt which may hereafter be found, on examination, to be due to the Government. By way of securing still more effectually to the United States, the benefit of this transfer, I deemed it expedient, upon the return

of Captain Hull, from New-York; and on the delivery of this instrument of conveyance, with its accompanying certificates of property, to Mr. Bradbury, to require from the last named gentleman an obligation to the United States, holding him directly accountable for the proceeds of the property in question, in conformity with the terms and conditions; and, as being applicable to the particular purposes, specified in the instrument alluded to. Such an obligation from Mr. Bradbury, in the penal sum of eighty thousand dollars, I have now in my possession; and, as he is a man of most unquestionable stability and integrity, there is not the least doubt that he will be prepared, at all times, to fulfil the engagement, with his accustomed precision and punctuality.

The principal question now remaining to be decided is, as to the particular manner or process whereby the accounts of the supposed defaulter shall be liquidated, and the amount due from him to the United States, ultimately ascertained and fixed; and it is upon this point, more particularly, that I am now desirous of advice and instructions from the Treasury Department.

With regard to this, I would beg leave to remark, that although the circumstances of the case, as they have been represented to me, have produced, upon my own mind, an entire conviction that the amount of which the United States have been in reality defrauded, cannot be less than from thirty to forty thousand dollars, yet I have great doubts, whether from the statements and exhibits which it may be in the power of Captain Hull to produce, on a trial at law, wherein strict proof would be required, a demand for even half that amount could be legally established. Such then being the condition and circumstances of this case, it seems to be desirable, in every point of view, that a final adjustment should be had, if possible, upon the ground of compromise; especially as I do not know of any statute of the United States which would sustain a prosecution, *criminaliter* in such a case.

It will be perceived, on reference to that part of the instrument of transfer which I have understood, that by the agreement of the parties thereto, the amount to be paid to the United States, is to be *ascertained and stated by Captain Hull;* and this arrangement I consider to have been judicious and fortunate, on the part of Captain Hull, inasmuch as it may be the means of relieving us from the necessity of establishing our claim, to its full extent, by that strict legal proof, which, as before remarked, owing to the dispersion of witnesses, it would be extremely difficult, if not actually impossible to adduce.

In another point of view, also, this mode of adjustment would seem to be advantageous, as it avoids the delays necessarily incident to all legal proceedings, and may result in a speedy recovery of money which otherwise might be detained by the debtor for several years to come.

Under such circumstances, the course which has, thus far been pursued in this case, it is hoped will receive the approbation of the Treasury Department; it only remains for me to submit to your consideration, whether it be not now advisable that some person should be specially appointed as agent, in behalf of the United States, to attend with Captain Hull to the examination of the accounts of the supposed delinquent; with authority also, to adjust, conclusively, in behalf of the United States, the amount to be received from the funds in the possession of the before mentioned trustee. It has been intimated to me, by Captain Hull, that although, by the terms of the assignment, the authority seems to be vested in him, so far at least, as respects the pretensions of the assignor, ultimately to arrange according to his own views of the circumstances, the amount to be refunded by the delinquent, yet that in a case of so much delicacy, wherein the public interests are so deeply involved, he should be unwilling to take upon himself, the responsibility of pronouncing a decision, without the advice and co-operation of some one empowered to act, definitively, respecting it, in behalf of the United States.

In connection with this part of the subject, I would, therefore, take the liberty to suggest, that being myself at this time, not much engrossed with other business, I will very cheerfully engage with Captain Hull, in the performance of any duty in respect to final settlement of this concern, which it may be your pleasure to assign to me.

It will be perceived that on receiving from the trustee, Bradbury, the amount which shall be *found* and *stated*, to be due from his principal, it will be expected of course, that the suits now pending against the latter shall be dismissed.

I have the honour to be, &c. &c.

GEORGE BLAKE.

U. S. Attorney for Mass. District.

Honourable JOSEPH ANDERSON, Comptroller.

(COPY.) *Navy Department, March 1st*, 1821.

SIR,—Your letter of the 22nd ult. is received with the enclosed copy of Bond and Schedule of Mr. Hichborn's property. Your proceedings in this case have been zealous and active, and are approved.

Upon a consultation of the Commissioners of the Navy, it is considered necessary and proper that yourself, the Navy Agent, and the District Attorney, should investigate the whole transactions of Hichborn, from the time of his first entering upon duty, the day on which he was first intrusted with paying the mechanicks and labourers, and others under Commodore Bainbridge, to the period of his leaving the public service; and, for this purpose, I wish you to request the District Attorney to aid in the examination of the accounts, and final adjustment of the business, who, with you and the Navy Agent, will form a competent Commission on behalf of the United States to decide upon the equity of the balance, which, when received, you will pay over to the Navy Agent, taking duplicate receipts for the same; one of which, with your report upon the subject, you will transmit to this department. I am, very respectfully, &c.

Signed. SMITH THOMPSON.

Captain ISAAC HULL, *Commandant Navy-Yard Charlestown, Mass.*

Captain Hull brought this letter to witness, and desired to know when witness could attend to the subject; witness said his official engagements were such, he could not go over to the Navy-Yard to make the investigation personally as it was understood this would be very laborious, but witness would look at the papers from time to time as they should be brought over to Boston. By papers, witness means the pay rolls and all the documents in the Yard which would tend to show the extent of Fosdick's fraud; accordingly, two men were appointed, William Parmenter and John A. Bates to look over the pay rolls and muster books, and other documents, and from time to time to show the result of their investigations to witness, Captain Hull, and Mr. Binney; they were, employed several months, in the course of which time they called over to witness' office with the pay rolls from time to time, where, from time to time, witness, with Captain Hull and Mr. Binney, looked over the proceedings of these clerks, and made themselves acquainted with the manner in which they the clerks had made their computations; witness understood from them they had been under the necessity of examining upwards of fifty thousand items; witness upon a view of the whole subject, says the commissioners had before them proof of frauds to upwards of 20,000 dollars. The proofs were satisfactory, but in order to have made them legal and admissable in a Court of law, it would have been necessary to have had the examination of the numerous workmen in order to establish their signatures; with regard to a portion of what was found, the Commissioners were obliged to proceed on the ground of circumstantial and presumptive evidence. But on a view of the whole subject after a good deal of deliberation, the Commissioners came to the result stated

in the paper, now produced, which is as follows, and witness thinks it is a true copy of the original.

"We, the subscribers, having been appointed by the Honourable Smith Thompson, Secretary of the Navy of the United States, by his letter of instructions to Commodore Isaac Hull, bearing date on the first day of March last, a copy of which is hereto annexed, to investigate the subject of the claim and demands of the United States against Benjamin Hichborn, which are referred to in the instrument of assignment, to which these presents are annexed; and to ascertain, as near as might be, the amount due to the said United States thereon, have duly and carefully attended to the whole subject; and it being our unanimous opinion, that in equity there is due to the United States from said Hichborn, on account of the claims and demands aforesaid, including interest on divers items of money, appearing to have been received by him, the sum of fifty-five thousand dollars, and that there is equitably due to the said Isaac Hull from said Hichborn, the sum of three thousand dollars, on account of various heavy expenses, and costs; and expenses, incurred by said Hull in the course of his exertions to recover of said Hichborn the amount aforesaid, and whereas the said Hichborn has assented to the reasonableness of the aforesaid estimates; now, we the subscribers, the Commissioners named and appointed by the Secretary of the Navy, in and by his letter of instructions aforesaid, to the said Isaac Hull, do hereby acknowledge and certify, that there has this day been paid over to the said Isaac Hull, in pursuance of the aforesaid letter of instructions, from the said Secretary of the Navy, by Charles Bradbury, the assignee in trust, named in the aforesaid consignment, the sum of fifty-five thousand dollars, being the amount ascertained and found due as aforesaid, to the said United States; and also the further sum of three thousand dollars, being the amount as agreed and assented to for the costs and expenses of the said Isaac Hull as aforesaid, making in the whole the sum of fifty eight thousand dollars; wherefore we the subscribers in consideration of the premises, and in pursuance of the power and authority to us delegated by the aforesaid letter of instructions of the Secretary of the Navy, do hereby forever, acquit and discharge the said Benjamin Hichborn, his executors and administrators, of and from all demands whatsoever of the said United States, and of the said Commodore Isaac Hull, against him the said Hichborn, by reason of any of the matters, transactions, or things, in the said instrument of assignment referred to and contained, or in any way or measure connected therewith. Witness our hands at Boston, this fourteenth day of July, A. D. 1821.

Signed ISAAC HULL, GEORGE BLAKE, AMOS BINNEY. } *Commissioners.*

Witness.
ISAAC WATERS,
J. B. DAVIS.

This report or letter was forwarded about the time of its date, and this closed the transaction, and was all that witness had to do with it. Witness says that he has no reason to entertain the slightest suspicion of any improper connexion or collusion of Captain Hull with Fosdick in the fraud alluded to.

To the fifth general Interrogatory. Witness answers in the negative.

Question by the Court. Are you or are you not of opinion that the United States recovered against Fosdick the full amount of the moneys out of which he defrauded the said United States? If nay, please state your reasons for so believing.

A. Witness verily believes that as much as was due to the United States from Fosdick was recovered. The Commissioners in making up the amount added to the several sums which Fosdick had taken, interest on each from the time it was taken.

Question by Captain Hull. Was or was not your measures adopted with such caution that Captain Hull had time given him to arrive at New-York before Fosdick could ascertain the measures taken to secure his property in Boston? *A.* They were.

Question by same. Was there not much more property secured from Fosdick by the course adopted, than if a resort had been to a suit at law, according to your best judgment?

A. Witness has no doubt that the sum which was eventually recovered, very much exceeded what could have been recovered by a suit at law; witness' reason for this belief is, that in order to establish the extent of this fraud, it would have been necessary to have called and examined, or taken the depositions, of from four to five hundred persons, who had been workmen in the Navy-Yard at the time these frauds were committed; it would have been necessary to have proved the signatures of all the men whom Fosdick had paid, and the number of days charged for each on the pay rolls more than they had actually worked; most of them had left the Yard, were dispersed, and their places of residence unknown, and very few of them remained in the Navy-Yard.

Question by same. Was there any criminal prosecution commenced and carried on against Fosdick; if not, what was your reason for not doing it?

A. No criminal prosecution was commenced, and the reason witness made no movement to this effect was, that Mr. Fosdick was hardly to be regarded as an officer of the United States; he was represented to be an assistant to the store keeper. But if he had been an officer of the United States, witness thinks there is no statute under which he could have been, or can be now, indicted It is understood that the courts of the United States have no common law jurisdiction in criminal cases.

Question by same. Did you ever assist Captain Hull in endeavouring to detect some person or persons supposed to be guilty of stealing copper bolts from the Navy-Yard; and if so, when was it, and were you ever called on by him more than once; if yea, how often?

A. Witness remembers one instance: three or four years ago, Captain Hull came to witness and stated that there had been discovered some copper spikes, which from the marks on them, there was reason to think had been taken from the Navy-Yard. Witness thinks he drew a writ for the recovery of damages against the individual in whose possession the property was thus found, and advised Captain Hull to proceed against the person who was supposed to have taken it, by complaint before a magistrate; what the result of those measures were, witness cannot now remember; the amount witness thinks was very inconsiderable.

Question by same. Did you know Fosdick, and where he was at the time of his settlement?

A. Witness has seen Fosdick some years ago; has had very little personal acquaintance with him. Witness don't know

where he was at the time mentioned, but understood he was at New-York.

George Carlisle was sworn, and testified that he has worked in the Yard from May, 1820, to January, 1821; and again, from March, 1821, to middle of May, 1821.

To the first general Interrogatory. Witness says that Mr. Shannon and Mr. Hovey had over six chimney bars at the shop, and some crane eyes, and carried them to Captain Hull's houses, near the western gate. Luther Wright, a blacksmith, had the care of the shop when Mr. Varney was absent; Wright is now at the north-west coast. Witness delivered these articles, by direction of Mr. Wright; he said there was no need of weighing them. Witness asked why they were not weighed; Wright said there was no account to be taken of what was done for Commodore Hull. Witness asked who paid for them; Wright said witness and himself would pay for them when they paid taxes. There were also spikes carried out by Mr. Shannon, several times; witness can't say how many. Mr. Varney was knowing to where the iron was going; he asked witness what witness was doing, and witness told him that he was going to cut off some chimney bars for Commodore Hull. Mr. Varney told witness to make haste, or be spry, they, (meaning the mechanicks at work on the Constitution,) would be wanting their spikes. There were old chimney bars brought to the shop to be altered; some were cut shorter, and some made longer. Witness does not recollect any thing more.

To the second general Interrogatory. Witness answers in the negative.

To the third, fourth, and fifth general Interrogatories. Witness answers in the negative.

Question by Captain Hull. Did Captain Hull know of your thus making bars in the manner you speak of; or did Shannon or Hovey say by whose directions they came?

A. Witness does not know that Captain Hull knew of it. Shannon and Hovey did not say to witness, or any other person in hearing of witness, by whose directions they came; and whether he sent them or no, witness cannot say.

Charles F. Waldo, of the United States' Navy, was sworn, and testified that he has been attached to the Navy-Yard, Charlestown, since July, 1813.

To the first general Interrogatory. Witness answers in the negative.

To the second general Interrogatory. Witness says that during the years 1817 and 1818, witness has seen the Navy-Yard oxen employed in hauling stone for the purpose of building a cellar for Captain Hull's house, near the western gate. Witness has seen men of the Yard employed on Captain Hull's private property, previous to witness' keeping the rolls, and cannot say whether such men were also on the rolls, or received pay from Government for the same time they were so employed or not. But since witness

has kept the rolls, witness recollects no particular instance. Witness presumes that when a man has been employed in Captain Hull's garden, he has been in public employment. Witness has been directed by Captain Hull, through Mr. Bates, that Jacob Pearson should be continued on the roll for pay, but not subject to appear at the usual hours of roll call. Witness understood that Pearson was an assistant to the storekeeper; witness was not informed of the reason of Pearson's exemption from attendance at the roll call; but Pearson would be under the direction of Dr. Bates, who would be answerable for his employment in the service of the United States. Lieutenant Percival gave similar directions, with respect to Oliver Mace, who was also under direction of Dr. Bates. Clark Hammond, an attendant at Captain Hull's office, and rated as a labourer, was also exempted from attendance at roll call, by direction of Captain Hull, through his clerk, Mr. Bates; the reason given was, that he was often necessarily absent carrying letters, &c. and that Captain Hull, by Mr. Bates, would be responsible for Hammond's employment. James Sheridan was also exempted, and the reason was, his attendance upon Captain Shubrick, at his office, but mostly out of the Yard. Witness knows of no other instance, and has no reason to believe that there were any.

To the third general Interrogatory. Witness answers fully in the negative.

To the fourth general Interrogatory. Witness answers in the negative.

To the fifth general Interrogatory. Witness knows of no instance of oppression, nor of such allowances being withheld.

Question. Have you, or have you not, at any time said to any person, that you suspected Captain Hull of practising a fraud or frauds against the United States?

A. Witness says to his recollection he never has.

Question. Did, or did not, Lieutenant Abbot at any time show you a letter which he had written to the Secretary of the Navy, dated January 11, 1822? If yea, state to the Court what remarks you made on its contents?

A. Lieutenant Abbot did show witness such a letter, and the only question he asked witness, was, if he never expected to have the situation of assistant storekeeper; witness told him he did so expect, and was induced to decline it in consequence of conversation witness had with Captain Hull. Witness told Abbot that Captain Hull promised witness he should continue to hold the situation witness then held of sailing-master of the Yard, during good behaviour, or as long as he was capable of doing its duties, and witness should have Captain Hull's influence to this effect. Witness did assent to that part of the letter which relates to himself. Witness being asked if he thought himself competent to perform all the duties of the master of the Yard, witness says he was not competent, by reason of the loss of his leg; witness has attended to some of the duties, all that witness was able to do, to the satisfaction

of Captain Hull; but some of them he did not attend to, and was not required to attend to.

Question. Do you know of any articles furnished for the use of the United States, which were charged above their fair value, and for which bills have been approved by Captain Hull? If yea, state the instances and the circumstances connected with the same.

A. Witness says the only instance he recollects, was made known to him at the trial of Mr. Abbot, when bills were shown to witness that appeared to be overcharged. Being asked if he recollected having said to any person, "Do you know what this baize costs?" alluding to the baize on witness' office table: witness says he may have said so, having heard the master-joiner, when he put it on, mention the price; but witness has no recollection of the price of this.

Question. What is the established order of mustering the mechanicks and labourers of the Yard; and has a Lieutenant or Master always been present at such musters?

A. During the month of February, 1821, witness was directed to attend the mustering of the men, according to the orders or letter of instructions, of which Captain Shubrick gave witness a copy, with directions to attend the muster, conformably to these orders, and witness has done so.

The men are mustered in the ship house; the men entered by one door, and as they were called, the men were marked thus:— The list of men, with several columns for days against them, is pasted on to a board; in this are two holes, and one row of pegs; the pegs are put into the hole nearest the name, to signify the men have been called, and passed out to work; if any was absent, the peg was put into the other hole, which signified that the individual was not present at roll call. Witness, when present, is always in sight of this muster board, and Mr. Keating goes immediately with witness to witness' office, where witness notices upon his own check roll the absences. Witness had no doubt that this was correct, as Captain Hull knew of it at the time, and did not disapprove it. Mr. Keating takes off the men's muster to his muster book, and witness takes off the same on his roll. Witness has been present at roll call generally, except by accident or leave, has been occasionally absent. It has happened, occasionally, that Mr. Keating may have been at the muster alone, but it was from accidental cause.

Question. Do you know, or believe, that Captain Hull has at any time since he commanded this Yard, improperly received money, or any other compensation from any person, for performing any duty, which his official situation required him to perform?

A. Witness does not know, but witness had reason to believe that Captain Hull has so received money, and witness states the following facts: witness was employed by Lieutenant Percival to deliver a letter to Captain Hull, in which letter was enclosed a sum of money about 120 to 130 dollars; this was in the week the Mace-

donian sailed in 1818, which was 20th September, no remarks were made upon the letter by Mr. Percival at this time; he requested witness to deliver it to Captain Hull, which witness did in a day or two after witness received it; witness gave no receipt for this money; witness had other moneys of Mr. Percival for which witness had given receipt. Subsequently, a day or two, Mr. Percival asked witness if he had delivered the letter, witness told him he had, and asked what the object of it was; Mr. Percival's reply was couched in these words, there goes 126 dollars, or some such sum to Captain Hull, to let Mr. Deblois settle my accounts; witness does not recollect any further conversation at that time, nor at any other, until after the order for the trial of Lieutenant Abbot. In the month of February this year, witness saw Mr. Percival at witness' house, Mr. Percival read to witness an instrument which Mr. Percival had drawn up, in which Mr. Percival stated that the circumstance, meaning what he had said to witness, alluded or related to his private accounts, and asked witness what witness thought of it; witness told him that his impressions were different, and witness related to Mr. Percival the conversation above stated. Mr. Percival did not deny that he had stated as above, but said the fact was not so, that he was in a passion, and that if witness had taken the impression, that what he said, related to his public accounts, it was erroneous, the fact was not so. Mr. Percival asked witness, if witness had altered his impressions, and witness replied, that witness was not sure that he had; but witness says his mind now wavers between what Mr. Percival first said, and what he last swore to, which witness had seen in the trial of Lieutenant Abbot now published.

The Court adjourned to half past 9 o'clock A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 10TH, 1822.

The Court met according to adjournment; present, all the members, the Judge-Advocate, and Captain Hull.

Charles F. Waldo, was called again, and testified as follows:

Question by Captain Hull. Do you know of any other reason why you were not continued as master of the Yard, than your inability o perform all its duties?

A. Witness has never been informed of any other reason indeed that has never been named to witness, until witness' examination before this Court.

Question by same. Did you ever see any thing in Captain Hull's conduct, while master of the Yard, to lead you to believe him capable of taking money from an officer before he would approve his accounts? If so, state what those things were.

A. Witness answers he never has, his impressions proceeded from the simple fact of Mr. Percival's assertions at the time.

Question by same. Do you think you were capable, owing to the injuries sustained by you, of filling the office of sailing master of the

Yard. at the time it was offered to you, and assistant to the storekeeper. at the same time, and discharging them both as they ought to be discharged ?

A. Witness says he don't think he was.

Question by Captain Hull. At the time the offer was made to you of being assistant to the storekeeper, which was the most valuable office, that or the one you then held ?

A. That which witness then held, of sailing master, was the most valuable.

Question by same. What representations were ever made to you by Captain Hull, which Mr. Abbot has called in his letter artful ? Please to state them.

A. Witness says the term artful in the letter did not make an impression on witness' mind at the time it was read to him ; witness declined the situation of assistant to the storekeeper in consequence of Captain Hull's conversation with witness before stated, and witness has no reason to say there was any thing artful in this.

Question by same. Were you not continued in the office of sailing master of the Yard, until the first of January, 1821 ?

A. Yes.

Question by same. Was there not a new regulation at that time on the subject of the pay and emoluments of sailing masters in the Yard ; if so, what was it ?

A. There was an order from the department, to take effect from and after January, 1321, the order is in Captain Hull's possession, as witness presumes.

Question by Captain Hull. Did you ever suspect Mr. Fosdick of defrauding the government during the time he was attached to the Yard ?

A. Witness can't say that witness did ; Fosdick was acquiring property fast, but witness did not suspect him ; while Fosdick was in the Yard, he received some property from his wife's father, about ten thousand dollars as witness has heard.

Question by same. Has not Lieutenant Abbot called on you repeatedly during the session of this Court, and did he call on you before he began to give in his own testimony ?

A. Lieutenant Abbot has called at witness' house several times ; witness did not see him till after he had been here three or four days, being very ill, he mentioned to witness some circumstances respecting his being before the Court.

Question by same. Has Daniel Leman been to see you during the session of this Court, both before and since his examination ?

A. He has not.

Question by same. Were any of the representations in Lieutenant Abbot's letter of January 11th, 1822, made to him by you ; if so, please to state which of them you made to him ?

A. Witness says he made none.

Question by same. Did he at any time state to you that Captain Hull had been the death of his wife, or words to that effect ; if so, state what he said to you and when ?

A. Witness has heard Lieutenant Abbot state that he thought his wife's death was owing to his being refused permission to visit her at the time he applied to Captain Hull; witness heard this not long after the death of Lieutenant Abbot's wife.

Question by Captain Hull. Did you not receive a letter from Lieutenant Abbot's friends in Newburyport, while he was absent at Hartford and Bristol, enquiring what had become of him, and desiring to know what his situation then was?

A. Witness received none; witness was not at that time acquainted with Lieutenant Abbot's wife's family, he doubts if they knew his name.

Question by same. Was the situation of Major Gibbs such, either from age or infirmity, as to render an assistant necessary to him?

A. Witness thought at the time and now thinks it was.

Question by same. Have you not always been treated with kindness by Captain Hull? *A.* Witness says he has.

Question by same. What promises of advantages were ever made to you by Captain Hull, which he did not fulfil?

A. The only promise Captain Hull ever made to witness, was, of his influence to secure witness the place of sailing master in the Yard; witness now thinks, from what he knows at present, and from the representations now made to him by Commodore Rodgers, the President of this Court, that Captain Hull did fulfil this as far as was in his power, although heretofore witness thought otherwise.

John Peirce, of Charlestown, was sworn, and testified as follows:

Question. Have you at any time taken timber from the Navy-Yard, for the private use of Captain Hull? If yea, when and where was it carried, by whose order, and by whom were you paid for transporting the same?

A. Witness has; about ten to thirteen sticks in two loads, in September, 1821, it was carried to Captain Hull's houses, near Chelsea Bridge, by order of Mr. Remick, and witness was paid for transporting the timber by Mr. John Tapley, of Charlestown; a man by the name of M'Alvin, assisted witness; Mr. Tapley paid witness for his own and M'Alvin's time, and he paid M'Alvin. Being asked if he has been much employed in the Yard, and if he knew of any other timber or materials being carried out of the Yard, or used for Captain Hull's private benefit, witness says that he has been employed considerably in the Navy-Yard, but knows of no other instance of lumber or other materials being so taken for Captain Hull's private use; witness further states that he understood, that the timber he carried belonged to Mr. Tapley; witness was cautioned by Ebenezer Barker, surveyor in the Yard, at the time of taking away this timber, to take that which he had surveyed for Mr. Tapley.

Clark Hammond was sworn, and testified that he came into the Yard in April, 1820, as a painter.

To the first general Interrogatory. Witness answers in the negative.

To the second general Interrogatory. Witness says he knows of no instance, and has no reason to believe there is such; witness has been employed by Captain Hull for his private use, but witness' name was always taken off the roll the time he was so employed.

To the third, fourth, and fifth general Interrogatories. Witness answers in the negative.

The following communication was received from Lieutenant Abbot:

TO JOHN RODGERS, ESQ. PRESIDENT OF THE COURT OF ENQUIRY, NOW IN SESSION AT THE NAVY-YARD, CHARLESTOWN.

SIR: You having signified to me that I might be permitted to make any written communication to the Court, relative to the investigation now pursuing, I beg leave respectfully to inform you, that I am credibly informed, and have every reason to believe, that the following persons, if called before the Honourable court would testify to the facts which are set against their names. I would not be understood to assert positively that these persons would thus testify, nor would I wish to make known the various means by which I have become informed of the circumstances. I submit the whole reports to the discretion of the Court, to be used as they may think proper. With great respect.

JOEL ABBOT.

William Taylor, of Boston, surveyor, will testify as to the contract for digging away the hill, and filling up the site for the new ship house, and that the contractor was over paid the sum of $ 1000

George Carlisle, blacksmith, of Charlestown, who now works with John Tapley, once worked in the Yard, and delivered iron for Captain Hull's houses. He was told not to weigh any iron which should be sent for by Captain Hull. He will also testify to certain threats which have been recently made to him if he should appear before this Court.

Thomas Sprague, of Charlestown, planked the cellars for the ten-foot houses of Captain Hull, and got the spikes for that purpose from the Navy-Yard.

Benjamin Brintnall, of Charlestown, has frequently known the oxen belonging to the Yard, at work at Captain Hull's houses.

Joseph Staggers, blacksmith, now in the Navy-Yard, carried out blacksmiths' work from the Yard to Captain Hull's houses, and to Varney's. He also signed the rolls for two dollars per day, when he received but $ 1 25.

Christopher Jordan, blacksmith, of Charlestown, can testify that articles from the smiths' department have been carried out of the Yard.

Mr. Samuel Jackson, painter, of Charlestown, can testify to paint having been taken from the Navy-Yard, recently, and used on several houses.

The communication which I first proposed to make, I believe cannot come within the instructions of this honourable Court, I refrain, therefore, from making the subject known, and only have to offer what is above detailed. As you gave me permission to go when I should chose, by acquainting you of the same, I respectfully acquaint you that I think of leaving here to-morrow for Nahant, to spend a week, at the expiration of which I shall return to this place.

With great respect, your obedient servant.

Boston, September 10th, 1822. JOEL ABBOT.

Joseph Stigers was sworn, and testified that he has been at work in the Navy-Yard, as blacksmith since the 9th of September, 1816; witness was turned over to the Yard from the Macedonian.

Question. Have you ever signed the rolls of this Yard and receipted for a greater sum than you actually received? If yea, at what time, what was the difference in the amount receipted for,

and that which you actually received, and from whom did you receive payment?

A. Witness says not to his knowledge; he don't know what he receipted for on the roll; witness' pay has been during the time witness worked in the Yard from 112 1-2 cents, to 150 cents a day, and witness never received more than that; one summer, 1818, or 1819, witness received 125 cents a day.

Question State particularly the daily wages at which you have worked at different periods since you have been employed in this Yard, the time you were first employed, and the persons with whom you engaged to work.

A Witness having been discharged from the service, entered the Yard as a blacksmith, June 16th, 1817; witness' daily wages at first were 112 1-2 cents and grog, and so continued until the spring following, when they were raised to 125 cents and grog, and so continued to the summer of 1819; then they were 133 cents and grog, and so continued to April, 1821; thence were at 150 cents and no grog, till witness left in November, 1821. Witness returned to the Yard again the 27th of April last, his wages at 140 cents with no grog, as near as witness recollects; witness was paid by Mr. Fosdick part of the time; Mr. Varney, by request of witness and others under his direction, used to receive the money in the summer and fall of the year 1817, from Mr. Fosdick, and pay it over to witness and others, blacksmiths in the Yard, under Mr Varney's direction; witness never looked at the pay rolls as he recollects when he signed his name; witness has received his pay from the person who paid the mechanicks, since Varney received it.

Harrison Wingate came in, and stated he had some doubts whether he had answered fully, or stated all that he ought to; whereupon the general interrogatories were read to him, and the witness answered distinctly to all of them, that he knew nothing more than he had already stated, and had no reason to believe that Captain Hull had any improper connection with Fosdick in his fraud.

Several witnesses, duly summoned, having declined coming, as the deputy marshall represented, because they were not paid, or feared that they would not get their pay, and no witnesses being in attendance, and it being thought proper to give Captain Hull time to read over the minutes of proceedings,

The Court adjourned to half past nine o'clock A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 11TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Samuel Jackson. jr. of Charlestown, painter sworn, and testified as follows:

That witness has worked in the Navy-Yard, began first July this year, and continued to the last week, when witness was discharged for want of work.

To the first general Interrogatory. He says he knows of none, and has no reason to believe there has been any public property so converted. Being asked if he can testify to any paint having been taken from the Navy-Yard recently, and used on several houses of Captain Hull's or other persons, witness says he cannot, he knows of no paint being so taken and used; witness says he is brother to Ebenezer Jackson; witness' father is a painter, lives in Charlestown, but never worked in the Navy-Yard, that witness knows of.

To the second general Interrogatory. He answers in the negative.

William Parmenter of Boston, was sworn, and testified.

To the first, second, and third, general Interrogatories. Witness answers in the negative.

To the fourth general Interrogatory Witness believes Captain Hull did take all requisite and proper measures for the detection of Fosdick's fraud; witness says as soon as Captain Hull knew of the fraud, he examined the pay rolls, and directed the witness and Mr. Bates, the very afternoon the fraud was discovered, to compare the rolls with the muster books kept by Mr. Keating; measures were taken to secure the United States, by attaching of Fosdick's property, as witness understood, and Captain Hull went to New-York to find him. Commissioners were appointed by the Secretary of the Navy, to ascertain the amount of the fraud; and witness and Mr. Bates were deputed by them, to examine and compare the pay rolls, and muster book, for several years back, as far as the 23d July, 1816, when the muster books commenced; these books are now produced to the Court; and witness says the examination and comparison were thus made; one held and read from the muster book, the other from the pay roll, and notes were taken, and set against each man's name, of every instance of difference, from that time, to the time when Mr. Fosdick left the Yard, and the aggregate being summed up, amounted to the sum of $52,503 63; witness is now very confident that the examination and comparison, were made with the utmost accuracy, and witness now believes, and has no doubt, that the amount reported covered all Fosdick's frauds, effected by the pay rolls. The examination was made in the afternoons and evenings, from the middle of February, to middle of May, in 1821; witness and Mr. Bates were diligently employed, and witness now thinks, the examination could not have been effected in less time, with proper care and accuracy; witness thinks 40,000 different items were examined.

Question. Did you, or did you not, know or suspect Fosdick of having cheated the government in making out the pay rolls, previous to Captain Hull's being apprised that he had so done; if you did know, did you ever communicate the same to any person, and when?

A. Witness says he did not; he was not in the Navy Agents office, at the time Fosdick paid the men; no roll from him ever

passed under witness' eyes, till the examination above mentioned took place.

In further answer to the fourth general interrogatory, witness says that he has not the slightest reason believe that Captian Hull had any such connection or collusion with Fosdick.

To the fifth general Interrogatory. Witness says he has no reason to believe that any thing of the kind ever took place.

Question by Captain Hull Have you ever stated to Lieutenant Abbot, or any other person, that you knew that Fosdick was cheating in the pay rolls for a year or two before he, Fosdick, left the Navy-Yard, or did you ever have any conversation with Lieutenant Abbot on the subject? If yes, state when it was, who was present, and what passed between you.

A. Witness says he never so stated to Lieutenant Abbot, or any other person. In the latter part of February, this year, witness was riding with Lieutenant Abbot from Boston to Hanson, and had conversation with him on the subject of his letter of 11th January, 1822; witness asked Lieutenant Abbot how he came to say that witness knew, for a year or two before Mr. Fosdick left the Navy-Yard, that he was cheating in the pay rolls. Lieutenant Abbot replied that i- one of Caldwell's stories, meaning Lieutenant Caldwell. Witness came over to the Yard severa times to see Mr. Caldwell, but did not see him; witness met Mr. Abbo at Bernis & Eddy's store in Boston, since this Court has been in session; witness remarked to Mr. Abbot that Lieutenant Abbot ought to have corrected what he had said about witness, by a note in the margin of the trial publised by Lieutenant Abbot, as he, Lieutenant Abbot, knew it was incorrect. Lieutenant Abbot said he would in the next edition of his trial, but added as a reason why he had not done it, that there was an impropriety in putting notes to a letter addressed to the secretary of the Navy; he however engaged that he would put a note on the next edition. Witness asked Lieutenant Abbot if he had seen Lieutenant Caldwell. Lieutenant Abbot said he had, and Lieutenant Caldwell said he thought witness had said that witness knew of the fraud as stated. Witness having noticed some remarks in the public prints, called on Mr. Abbot in the afternoon of the day he was first examined, it was on Monday; witness found Lieutenant Caldwell there, and witness said to Lieutenant Abbot, he wished Lieutenant Abbot's statement respecting witness should be corrected immedi tely; Lieutenant Abbot said that, as Lieutenant Caldwell was present, he would state that he got the information from Lieutenant Caldwell; Mr. Caldwell was considerably excited, and said that he had never had any conversation with Lieutenant Abbot about the business; Lieutenant Abbot then remarked, it was Doctor Trevett that told me you said so; witness said this is the first time Lieutenant Abbot has ever mentioned Doctor Trevett; Lieutenant Caldwell denied having told him so, and said that he was at variance with Mr. Trevett, and not in the habit of speaking with him on any subject for some time past: Lieu

tenant Abbot proposed that witness should wait for the correction till Doctor Trevett should return ; witness said he saw no reason for this, as Lieutenant Caldwell was here, and Lieutenant Caldwell denied having said so to Doctor Trevett ; witness conversed with Lieutenant Abbot on the subject a considerable time, endeavouring to impress on his mind the impropriety of leaving it uncorrected ; witness was very urgent, and Lieutenant Abbot finally said that he did not know, but he would give witness a paper that would answer the purpose ; witness left him, and afterwards, in a very few days afterwards in the course of the week after that Monday, witness saw him again, and asked him for the paper ; Lieutenant Abbot said he could not give it till after the Court of enquiry, he was so much engaged, and his mind so much embarrassed. Within the last week, witness thinks the evening of the day Lieutenant Caldwell was last examined before this Court. Lieutenant Abbot balled on witness, at witness' house, and remarked that Lieutenant Caldwell had been examined, and stated that Lieutenant Abbot said at the meeting (before mentioned,) that Mr. Abbot had got his information from Mr. Caldwell, and asked witness if he, Lieutenant Abbot, did not then say that Doctor Trevett had told him that Caldwell had said so ; witness replied that Lieutenant Abbot did say so in the course of the conversation, and observed to him that was the first time he, Lieutenant Abbot, had mentioned Doctor Trevett's name, and repeated over to him the several conversations between witness and him, as above stated. Mr. Abbot said he was certain that he had had a conversation about the witness, as he had before stated, with Lieutenant Caldwell, but could not make Mr. Caldwell remember it.

Question by same. It is stated in Lieutenant Abbot's letter of January 11th, 1822, that Captain Hull's clerk, who had formerly been with Mr. Binney, had a large salary made up to him by Mr. Binney. Is the fact true as therein stated ?

A. Witness says it is not to his knowledge, he keeps the books of Mr. Binney, and thinks he should have known this if it had been so ; witness does not believe the statement is true.

Aaron Hadley, of Boston, who had been duly summoned and attended this morning as witness, was told in Court that he should be examined next, and would be wanted in a short time, and was requested to wait, nevertheless he left the Navy-Yard, and when called did not appear.

William Taylor, of Boston, was sworn, and testified that he was employed the last April, by Mr. Eustis, to measure the work he had done, digging away the hill in the Navy-Yard, and carting it to the flats ; witness was assisted by sailing master Knox on the part of the Government ; witness measuring on the part of Eustis.

Question. Do you know or believe, or have you ever stated, that the contractor for removing earth in the Navy-Yard, had received the sum of one thousand dollars, or any other sum more than he was entitled to by his contract ?

A. Witness does not know that the contractor received any such sum, or any sum, nor has any reason to believe it, but Eustis' own words, which witness would not give credit to, nor has witness so stated to any body, except under the following circumstances: In making the measurement, witness measured the work in a different mode from that adopted by Mr. Knox, and made the amount considerably less; witness did not approve the mode adopted by Mr. Knox, and Eustis said that he was to settle according to government's measurment; witness left the work. Sometime afterwards Eustis came to witness for a certificate of his measurment, as large as his, said Knox's was, without showing what Knox's was; this witness refused to give; Eustis said he had Mr. Knox's certificate, which made the amount of work 4000 squares; witness told Eustis that he could not make 3000 of it. Eustis offered witness fifty dollars, if he would make a certificate of the work equal to Knox's; this witness refused. Sometime after, Eustis came to witness for a certificate of Skelley's work, which he had done for Eustis, witness refused; on this occasion, Eustis said that he had got paid for the whole 4000 squares; witness understood that he had been paid according to Knox's certificate above mentioned, and thereupon witness observed that he, Eustis, had got a thousand dollars more than he was entitled to have. In making the measurment, witness was desirous of making it as large for Eustis as consistently he could, because the price at which he had taken it was very low. Witness afterwards spoke with Mr. Permenter, the Navy Agent's clerk, on the subject, and he told witness that the Navy Agent had not paid Eustis more money than witness' measurement would amount to, that Mr. Knox did not give Eustis a certificate, that the measurement was computed by Mr. Parmenter from the length, breadth, and depth, given from time to time, as the work progressed, by Mr. Knox. The amount of work done by Eustis, according to witness' measurement, was 2906 squares, and by Skelley 247 1-3 squares.

Question by same. Were, or were you not, informed by Captain Hull, that Eustis was a troublesome man, and he wished you to be careful in regard to the admeasurement of the earth dug by him?

A. Witness says he was.

Question by same. Have you surveyed for other persons who worked in removing the earth from the same hill; and if so, for whom; and what was the amount of this work?

A. Yes; for Skelley, 1065 squares, and Hern, 1135 squares; the usual price is from two dollars to two and a half a square, for jobs like this.

Ebenezer Leman, of Boston, blacksmith, was sworn, and testified as follows:

Question. Do you know or believe that any person has received any compensation in the Yard for assisting in, or countenancing any fraud against the United States; if yea, state whom; and the circumstances connected with the same?

A. Witness don't know. Being asked if witness believes it, witness says that he had heard so, but he can't say whether he believes it or not; it may be so, and witness thinks it may be so, because he was told the week before last, by one Sawyer a blacksmith; witness does not know his christian name, who as he said worked in the Navy-Yard at the time the Independence was building; that he, Sawyer, had at the time the Independence was building, received three dollars on a Saturday night for making more weight in the work of the blacksmith shop than there actually was; witness being positive as to the time mentioned by Sawyer, and that being prior to the command of Captain Hull. The Court made no further enquiries, except as to the place of Sawyer's residence, which witness did not know.

The pay rolls were examined by the Court, with reference to Stiger's testimony, and it appeared by them that he had not been charged with more money than he had actually received according to his testimony, viz: from 31st May, to 31st October, 1817, being the term of time, when Varney received the men's pay as stated by Stigers.

Jonathan Pearson, Briggs Bennett, Aaron Hadley, Nathaniel Turner, Mamelnke Hays, Joseph Gould, having been again called, and not appearing, the Court informed Captain Hull, that they were ready to receive any testimony which he might have to offer, reserving to the government the right of producing more evidence, if hereafter deem expedient.

Captain Hull moved the Court for time to bring in his witnesses, till to-morrow morning, which was accordingly granted, and it being past one of the clock,

The Court adjourned to half past nine o'clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 12TH, A. D 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Joseph Gould, of Charlestown, was sworn, and testified that he had worked at the Navy-Yard, as a carpenter at divers times, since Captain Hull has been in command there.

The admission of Captain Hull respecting his use of materials, recorded the 6th September, were read to the witness, and the witness being asked if he knew of any other instances of materials used, or men, or oxen, employed by Captain Hull for his private benefit, than are mentioned in said admission, says he does not.

Question. Were you ever required to sign blank pay rolls in this Yard, within the last seven years; if yea, was Captain Hull acquainted with the fact?

A. Witness was requested by Fosdick and declined; witness has no reason to believe that Captain Hull knew that witness was so requested; afterwards the rolls was made out filled up; witness signed and received his pay.

Question by Captain Hull. Were you ever paid by Mr. Deblois, purser of the Yard ; if yea, did he request you to sign blank rolls ?

A. No ; witness never spoke to Mr. Deblois, nor he to witness, that witness recollects.

Ebenezer Barker called on the first part of Captain Hull, was sworn, and testified as follows : that he has been surveyor of lumber in the Yard, from and after the summer of 1819.

Question by Captain Hull. Did you survey any timber or lumber, which was used in Captain Hull's houses near Chelsea bridge ? If yea, when ? *A.* Yes, in September, 1821.

Question by Captain Hull. How many loads were there ; and in what carts was the lumber taken out ?

A. Two or three loads, which were taken out by John Peirce's team.

Question by Captain Hull. Was this lumber charged to Capt. Hull, or how was it paid for ; and how much was there, as you know ?

A. Mr. John Tapley was delivering timber at the Navy-Yard, witness surveyed the whole ; part was taken for Captain Hull for his use, as before stated. Of this, amounting to 147 feet spruce ranging timber, and one hundred and eigthty-two feet pine ranging timber, running measure, witness gave a minute to Mr. Tapley, and he charged it to Captain Hull.

Question. Was, or was not, a number of rafts of timber which he had supplied for government use, returned to Mr. Tapley, as being too small for the use for which it was intended, and when ?

A. The timber alluded to in this question was too small, there was enough of this size in the Yard ; this was last fall. Being asked if the timber supplied to Captain Hull was of this kind, witness says part was, the pine ranging timber. Being asked if the government sustained any injury by Captain Hull's taking the timber of Mr. Tapley, witness says the government did not.

Question by Captain Hull. Did, or not, Captain Hull give you direction to see that the timber which was to be taken out by Peirce, was surveyed and marked, to prevent mistake ?

A. Yes, and it was so marked. Being asked if he made out a certificate for Mr. Tapley of the amount of timber delivered by him to the Yard for Government use, and whether he is sure that this certificate did not include any of the timber delivered to Captain Hull ? witness says he is very certain his certificate to Tapley did not include what was delivered to Captain Hull. Witness being asked if it is necessary by the regulations of the Yard, that witness should give his certificate of the quantity of timber before the seller to Government can get his pay for it, says it is, and that the timber delivered to Captain Hull, was so delivered several weeks before witness made out, and delivered to Mr. Tapley his certificate.

George Carlisle, called again, testified as follows :

Question. Have you, at any time, been threatened in any manner, to prevent you giving testimony before this Court ? If yea, by whom and when ?

A. Witness says that a week ago to day, Mr. Varney told witness that Captain Hull would employ no body in the Yard, who said he had taken Government's property ; witness was at the end of Mr. Tapley's wharf, it was before he gave his testimony, witness thinks it was last Thursday, about ten minutes before two o'clock, when witness met Shadrack Varney, master blacksmith of the Yard, who asked witness, how witness come to say to Mr Leman, that witness had cut off bars of iron for Captain Hull's chimneys ; witness replied that he had reason for saying so, and had mentioned it to Mr. Leman no otherwise than as witness had mentioned it to others ; Mr. Varney told witness he would be prosecuted for saying so, and would be turned out of all employ, for the Commodore would't employ any man in the Yard, who said he had taken Government's property out of the Yard ; witness replied if Captain Hull would not, others would, and witness left Mr. Varney ; witness was not influenced in giving his testimony by this, and has no reason to believe that Varney was authorized to say this by Captain Hull. Witness being examined further at his own request, on the first general interrogatory, says, that he knows there were other articles taken out of the Yard for the use of other persons, viz. a garden fork by Mr. Varney for his use, witness has seen it in his garden ; some stair carpet rods over a dozen, taken to Varney's house by John Rice, some iron rods for a cellar window for Varney, and an iron oven door also for him, and a frame ; Isaac Remick, who works in the Yard, made this iron oven door and frame, also a bar of 5-8 round iron. ten feet long, to keep fast a gate ; this was made by Varney's order and delivered to Mr. Tolman's workman, and witness thinks he has seen this bar on Mr. Tolman's gate ; witness did not know that Captain Hull knew of these articles being so made.

Mr. Ludlow, purser of the Yard, called again on the part of Captain Hull.

Question by Captain Hull. How many servants are allowed Captain Hull, by the last regulation, and at what rate of pay ; how many has he on the books of the Yard at this time, and at what rate of pay ?

A. Captain Hull is allowed three servants, at eight dollars a month, and Captain Hull has had only two since the first of April last, at 8 dollars ; this makes a difference, or saving to the government, of about fifteen dollars and a half a month since that time.

Question. How many, and what are the names of the persons borne on the books of the Yard, as servants of Captain Shubrick ?

A. Two ; Michael Brown, and James Hatch, at eight dollars each a month

John Tapley, called on the part of Captain Hull, was sworn and testified as follows :

Question by Captain Hull. Did you or not furnish timber for Captain Hull's houses near Chelsea Bridge ? What timber was this, and when was it furnished ? please state by whom you were paid ?

A. Witness did furnish pine and spruce timber ; 182 feet of pine, and 147 feet spruce, in 1821. At the time this timber was supplied, witness was under contract to furnish and deliver timber for Government's use at the Navy-Yard ; witness, to fulfil this agreement, bought deck loads of timber from the coasters, and in doing so was obliged to take the whole load, although some of it might not be of the kind wanted for the Navy-Yard ; it was from such a load that witness sent the parcel out of which this for Captain Hull was taken, and this was not wanted at that time in the Yard ; it was a convenience to witness that Captain Hull should take it, and certainly no injury to Government. Captain Hull took the timber at the same rate witness charged Government for the like, and witness was paid for it by Captain Hull in cash ; witness has furnished other timber, to the amount of three or four thousand dollars, to Captain Hull at other times, and been paid for it by him in like manner.

Question by Captain Hull. Did Mr. Jonathan Pearson call on you, and direct some merchantable plank to be sent into the Navy-Yard, in lieu of some taken out for Captain Hull's use ? If yea, state the quantity, and circumstances of the exchange ?

A. Pearson did so call, and direct such plank to be sent into the Navy-Yard, as he said, to replace some clear pine plank that had been taken by Capt Hull ; he stated to witness the price of the clear plank was fifty dollars a thousand, and that it required four hundred feet of merchantable plank at the current price, thirty dollars a thousand, to make it good ; witness accordingly delivered four hundred feet at that price, charged it to Captain Hull, and also the expense of trucking to the Navy-Yard ; and he paid witness therefor.

Question by Captain Hull. Did you loan to Captain Hull several pieces of timber to move his buildings on ? If yea, when were they returned ?

A. Witness loaned Captain Hull five or six sticks, and seven spruce sticks at another ; one stick ranging timber was not returned, was used in the house, and was charged to Captain Hull, and paid for ; witness made no charge for the use of the timber ; witness often lends timber for such purposes, and if it is not broken, witness makes no charge for the use of it, does not consider it injured.

Question by Captain Hull. Did you furnish iron work, used in building Captain Hull's houses, from 1817 to 1821, and was it understood that you were to furnish the whole ?

A. Witness said he furnished all the usual iron work, such as chimney bars, crane eyes, oven doors, and frames, &c. and it was understood that witness should furnish all the usual iron work ; witness keeps a blacksmiths shop near the houses alluded to.

Sailing Master Knox, called again, on the part of Captain Hull.

Question by Captain Hull. How has William Sheridan been employed, when not at work in the garden.

A. About the Yard, as any other labourer; he has been repeatedly called from the garden to assist in the Yard, and has been called upon as other labourers in the Yard.

Question by Captain Hull. Please to state, as far as you know, if I am in the habit of using harsh or profane language to the officers of the Yard?

A. Witness says he never heard Captain Hull use profane language to an officer.

George Bates, Storekeeper in the Yard, called on the part of Captain Hull, testified as follows:

Question by Captain Hull. Have you ever employed a man by the name of Oliver Mace, or any other person, for your own private purposes, while he was in the pay of United States, and during the working hours of the Yard; if yea, was he thus employed by permission of Captain Hull?

A. Witness says that Oliver Mace has been employed to saw and split witness' wood; to go to market occasionally, and take care of witness' cow and horse; these services were sometimes in working hours, sometimes not; witness considers he had a right so to employ him. In the autumn of 1819, witness enquired at the different Yards, at Portsmouth, New-York, Philadelphia, and Washington, what was the custom in this respect; and enquired at Washington of Commodore Decatur, if witness might employ a labourer to do such little domestic services, and Commodore Decatur, in reply, stated that there was no regular allowance of a servant to a storekeeper, that if servants were allowed to storekeepers, it was by the courtesy of commander's in the Navy-Yard, and if Captain Hull would extend this courtesy to witness, he, Captain Decatur, would have no objection; he further said that as witness had labourers attached to his store, there could be no objection to witness' occasionally employing them in such little domestic services. When witness returned from Washington, he stated this conversation to Captain Hull, who expressed his regret that Commodore Decatur had not given an order. Witness said nothing more on the subject; the services witness needed from a man were so trifling, witness did not think it worth while to apply for a servant, but occasionally availed of the services of Mace as before stated; but does not think that Captain Hull knew of this, as the man was frequently sent out of the Yard on public business, and at other times was employed in the store, or in the cellar, &c. His duties were to attend at the store, labouring there, cleaning arms, going to the Navy Agent with requisitions, &c. There was no concealment of Mace's employment by witness, which did not exceed one hour in the day. Mace usually sawed and split the witness' wood in the evening after working hours. Being asked what he heard at Portsmouth respecting the storekeeper there; witness answers that witness was informed by Lieutenant Pettigrew, that the storekeeper there was allowed a labourer, or a man, but the storekeeper preferred doing the labour himself, and employed the man so allowed

in his family. When Mace has been sent for witness' horse, it was often for the purpose of saving time, as witness had to go over to Boston upon his official business and in haste.

Question by Captain Hull. Was you ever employed as a Surgeon at this Yard, prior to your appointment as Storekeeper; if yea, what was the custom at that time of supplying the families of officers attached to the Yard with medicines?

A. Witness was so appointed in the year 1809, and witness understood it was the custom of his immediate predecessor, Doctor Charles Jarvis, also Doctor Griffin, of the Navy, and Doctor Marshall, of the Navy, to give medical attendance to the families of officers in the Navy, and medical stores, the same as to the officers themselves; and witness did so in his practice, including the whole of Commodore Nicholson's family and even his grandchildren, while witness acted as Surgeon of the Yard.

The deposition of Doctor Thorn was then read, and his answers are as follows; the commission and original answers are annexed.

The answers of Robert Livingston Thorn, a Surgeon in the Navy of the United States, stationed at Portsmouth, New-Hampshire, to the foregoing interrogatories, proposed to him by Isaac Hull, Esquire.

Answer first. To the first Interrogatory. The deponent saith, that he is a Surgeon in the Navy Department of the United States, and that he has been a surgeon in the service of the United States, ever since the third day of March, A. D. 1809, and has been stationed at the Navy-Yard at Portsmouth, New-Hampshire, ever since the ninth day of December, A. D. 1813, and had the charge of the medical department at that place, and that prior to that time he was employed on board of ships.

Answer second. To the second Interrogatory. The deponent answering saith, that prior to an order from the Navy Department, bearing date October 26th, 1818, he was in the habit of supplying the families of officers stationed at the Navy-Yard in Portsmouth, aforesaid, with medicine from the medical department, and understood and considered this to be a general usage and practice, and since the receipt of the order of the Navy Dapartment, bearing date October 26th, 1818, and in pursuance of such order, inclosing a copy of the rules and regulations for the government of the Surgeons, and Surgeons Mates' in the naval service recently adopted and approved by the President of the United States, and of an explanatory order from John C. Calhoun, the acting Secretary of the Navy, bearing date the 25th of November, A. D. 1818, he has supplied with medicines only those persons whose names were borne on the books of the station. ROBERT LIVINGSTON THORN.

Sworn to before LEVI WOODBURY, Assistant Justice of the Supreme Court.

ANSWERS of Samuel K Marshall, Surgeon in the Navy of the United States, stationed at New-York, in the Southern District of New-York, the commission and original answers are annexed.

To the first Interrogatory. He answereth and saith; that he is a commissioned Surgeon in the Navy of the United States, and hath

been so for nearly twenty three years, last past; that during that time he hath served many years at sea, in the Mediterranean and West Indies; that for the last fifteen years, he hath acted as hospital surgeon on the New-York station, and was stationed at the Navy-Yard, Philadelphia, for a short time antecedent to his appointment at the New-York station.

To the second Interrogatory. He answereth and saith; that previous to the naval general order of the Navy Department, dated May 4th, 1821, he had been in the habit of supplying the families of the officers of the Navy, with medicines from the public stores under his control, and was not aware that in doing so, he was acting incorrectly, as he had been informed, that such was the general usage at the seat of government, and elsewhere.

SAMUEL K. MARSHALL, *Surgeon.*

Sworn to before JOHN T. IRVING, first Judge of C. C. P. for City of New-York.

ANSWERS of Joseph G. T. Hunt, Surgeon in the Navy, stationed at New-York, in the Southern District of New-York, the commission and original answers are annexed.

To the first Interrogatory. He answereth and saith; that he is a commissioned Surgeon in the Navy of the United States, and has been so since the year 1804, and has served as such in the Mediterranean, and that he hath been attached to the station at New-York since the year 1807.

To the second Interrogatory. He answereth and saith; that he hath been in the occasional habit of supplying the families of officers, who were attached to the Navy-Yard, with medicine previous to the promulgation of the order to the contrary from the Navy Department, and did not consider the same as incorrect, having always understood such to be the general usage. J. G. T. HUNT.

Sworn to before JOHN T. IRVING, (as before mentioned)

The Court adjourned to half past nine o'clock A. M. to-morrow.

UNITED STATES' NAVY-YARD, CHARLESTOWN, SEPTEMBER 13TH, 1822.

The Court met according to adjournment; present, all the members, the Judge-Advocate, and Captain Hull.

George Bates, Navy-Storekeeper, called again on behalf of Captain Hull, testified as follows:

Question by Captain Hull. Were the medicines, furnished the family of Commodore Nicholson, procured at the public store, or were they procured elsewhere? Please state.

A. They were generally procured at the apothecaries' in Boston. Witness was student with Dr. Jarvis, when he was acting Surgeon of the Navy-Yard, and Physician of the hospital; and when the medicines needed were not in the hospital stores, witness was directed by Dr. Jarvis to procure medicines in Boston, wherever the best could be obtained. Dr. Whitwell was contractor to supply medicines, and when medicines were obtained elsewhere than at his store, the other apothecaries were directed to send in

their accounts to the contractor, by whom they were paid, and charged to Government. When witness became acting Surgeon of the Yard, he pursued the same course. Witness further states that a reason why medicines were sometimes obtained by him at the apothecaries in Boston, was, because family medicines are of a different kind from those usually put up for the use of ships.

Samuel H. Remick, of Boston, Housewright, called on the part of Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Were you employed by Captain Hull, in building a house near Chelsea Bridge? If yea, please state how you were paid, and by whom.

A. Witness was employed by Captain Hull to build an addition to an old house near Chelsea Bridge; and agreed with him to do the carpenter's work, at forty per cent deduction from the printed rules of work, published by the carpenters of Boston, and used by surveyors, to ascertain the quantity and amount of work; and witness was paid by Captain Hull and his clerk, from time to time, as the work progressed, and when computed and surveyed, Captain Hull paid witness the balance.

Question by Captain Hull. Was any timber taken from the Navy-Yard, and used in Captain Hull's house near Chelsea bridge? If yea, state to whom the timber belonged, and who surveyed it.

A. Captain Hull directed witness to apply to Mr. Tapley for all the lumber materials witness might want; and Mr Tapley not having on his wharf the same kind witness wanted, agreed to deliver such from some lumber he was landing at the Navy-Yard: he did so. Mr. Caleb Peirce, master joiner of the Yard, was directed to attend witness in selecting the timber, and observed to witness, he should not permit witness to take any that could be worked into the blacksmith's shop and ship-house then building, and witness did not take any that would answer for those purposes; witness marked with Captain Hull's name what he selected, and Mr Peirce mentioned that an account of this was to be taken to be rendered to Mr. Tapley. Mr. Ebenezer Barker, surveyor of the Yard, was present, and witness presumes he surveyed it, but don't know; he was surveyor in the Yard. When the timber was brought out, witness took the survey marks from the timber; the amount was between 3 and 400 feet. It was part spruce and part pine. It was brought out by Mr. Pierce's team, witness don't know how many loads. The timber was carted out at the eastern gate, near Chelsea Bridge.

Question by Captain Hull. Was there any other timber taken from the Navy-Yard and used about said house? did you see any oak beams, or ends of oak plank, or any timber of value that you did not procure from Mr. Tapley, and do you know, or had you any reason to believe, that any of the public property was used about Captain Hull's house? State particularly.

A. There was no other timber taken from the Yard, or used about Captain Hull's house. Witness did not see any oak beams or ends of plank, or any timber of value about the house that witness

did not procure from Mr. Tapley. The house had been repaired before, and there were some chips there, but nothing that might not be considered as fuel. Witness neither knows, nor has any reason to believe, that any public property was used about Captain Hull's house.

Question by Captain Hull. Did your men go in and out of the Navy-Yard; if yea, why?

A. Witness had contracted to do some carpenter's work about the blacksmith's shop, and when his men were not wanted at Captain Hull's house, or were wanted in the Yard, they used to come in to work in the Yard, or go out to work at Capt. Hull's house as occasion required. Witness' work in the Yard was not on day-work, but on contract; so that the names of witness' men were not on the rolls of the Yard for the purpose of receiving pay there. Witness received his money on his contract, and paid his men himself.

Here witness observed that his contract with the Navy Agent for work on the blacksmith's shop, was at 40 per cent. on the rules of work; and as by these rules some part of carpenter's work is estimated or ascertained by measurement, and some by the number of days work, witness was required by Captain Hull, in order that the precise number of days work done upon such parts of the work as were to be estimated by days work should be known with certainty, to cause his men to answer in the Yard on those days the men were employed on that kind of work; the men did so as a check on witness' account of days' work, but not for the purpose of receiving pay in the Yard as before stated, and witness' men did not receive pay in the Yard to witness' knowledge. Witness further states, that witness had made his contract with the Navy Agent for work on the blacksmith's shop, before he made his contract with Captain Hull.

Charles Bradbury, of Boston, called on the part of Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Were you acquainted with Mr. Benjamin H. Fosdick, and for how long a time have you been acquainted with him, and what was his character for talents and integrity previous to the detection of his fraud upon the Government?

A Witness was acquainted with Fosdick from his earliest youth. He was an intimate in witness' family, was a distinguished scholar at Exeter, was in witness' counting house as clerk; witness trusted him with entire confidence. He had charge of witness' money during three years, or it may be more, as long as he was with witness in the capacity of clerk. When he left witness, Mr. F. went into business in Boston with his cousin. His credit stood very high, and his integrity continued unsuspected. Mr. Fosdick and his partner were unfortunate, but their creditors were all satisfied with their conduct, and relinquished their claims on payment of part of their demands. Mr. Fosdick's partner went abroad, Mr. Fosdick remained in Boston, and for two or three years was out of employment altogether. During the war, Mr. Fosdick was recommended

by Capt. Richard Derby and witness to Commodore Bainbridge, for the station of Captain's clerk. Commodore Bainbridge employed him in that capacity until the Commodore left the Yard. Commodore Bainbridge often expressed his satisfaction with Fosdick in respect to his integrity and talents, and usefulness. Before Commodore Bainbridge went abroad, Mr. Fosdick had an additional place in the Yard, which made an addition to his salary; and when Commodore Bainbridge went away in the Independence in 1815, Mr. Fosdick desired to remain in the Yard, and did so. In consequence of Commodore Bainbridge's repeated expressions of approbation of Mr. Fosdick, witness wrote to Captain Hull at the time Capt. Hull took the Yard, and recommended Mr. Fosdick as being well qualified, and as useful as any other person he could get, and Captain Hull retained him in the station. During his remaining in the Yard under Captain Hull, witness did not see so much of Mr. Fosdick, he being much engaged in the business of the Yard; but whenever witness did see him, he always appeared to be the same man. Witness had no reason to lose his confidence in Mr. Fosdick until the detection of his fraud. After Mr. Fosdick left the service, he wrote to witness from Philadelphia, stating his intention of going out to establish himself in Cuba. Witness wrote him in reply, that if he, Mr. Fosdick, went, he would make his fortune, and witness was willing to place in his hands a sum to be invested and managed by Mr. Fosdick for account of witness. Witness at that time considered Mr. Fosdick as worth something like 25,000 dollars; witness having heard that Mr. Fosdick had received a considerable sum from his wife's father. This correspondence took place in October, before the detection of Mr. Fosdick's fraud, and witness had no suspicion of this fraud, till the trustee process on behalf of the Government was served upon witness, and then witness could hardly believe it. Witness further states that he has been recently informed by Mr. Wheeler, father of Mr. Fosdick's wife, that he had, about 1815, as witness thinks, given Mr. Fosdick 10,000 dollars, in New England Insurance and other stocks. The rise on his stock amounted probably to more than 6000 dollars.

Question by same. Do you know for what reason Mr. Fosdick left the service, and why he went to the southward?

A. Witness cannot undertake to answer this question positively, one reason, as witness thinks, was that Mr. Fosdick was not happy in his domestic concerns.

Question by same. When and how did you first understand that Mr. Fosdick had been guilty of defrauding the Government of the United States? State the particulars in relation to it.

A. It was in the last of January, or early in February, 1821; the day previous to witness' knowledge, and the service of the trustee process, as before mentioned, witness was engaged to dine at Captain Hull's; witness went there, and witness was informed there that Captain Hull had gone out of town on business the day before; the next day, about half past eleven o'clock, the marshall served

the trustee writ upon witness; witness said certainly it was a mistake, not believing that the Government could have any claim on Mr Fosdick. One or two days before Captain Hull left Boston for New-York, he called on witness, and made some enquiries respecting Mr. Fosdick's property; witness, thinking Captain Hull's enquiries were made from a regard to the young man, disclosed very freely the amount and nature of it; witness had not the slightest suspicion from Captain Hull's manner or words that any fraud or any thing of the kind had happened.

The Court adjourned to meet at half past 9 o'clock, A. M. tomorrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPT. 14TH, 1822.

The Court met according to adjournment; present, all the members, except the President, who is prevented by sickness, the Judge Advocate, and Captain Hull.

The Court was cleared, and the power of two members to proceed in the absence of the President, was taken into consideration, and the members present decided they had not power: and thereupon they directed the Judge Advocate to write to the Secretary of the Navy, suggesting the propriety of granting to any one of the members, in case of inability of the others to attend, authority to proceed in taking evidence, in order to prevent further delays: whereupon the Judge Advocate addressed the following letter to the Secretary of the Navy:

United States Navy-Yard, Charlestown, 14th September, 1822.

SIR: Captain Rodgers, President of the Court of Enquiry, now held in this place, is unable to attend Court this day from indisposition, and the other members of the Court have directed me to suggest to you, sir, the propriety of giving authority to either member of this Court, and also the Court of Enquiry into the affairs of the United States frigate Macedonian, to proceed in the taking of evidence in the case of inability of the others to attend, in order to prevent further delay.

It will occur to you, sir, that this authority is unobjectionable, inasmuch, as Courts of Enquiry, occasionally authorize commissioners to take the evidence of distant witnesses, and afterwards found their opinion upon evidence thus taken.

Respectfully, your obedient servant, GEO. SULLIVAN.

To the Hon. SMITH THOMPSON, *Secretary of the Navy.*

Captain Hull stated to the Court that he should have occasion to interrogate Lieutenant Abbot again before this Court: whereupon the Court directed the Judge Advocate to give Lieutenant Abbot notice that he would be further examined, and that he will be in readiness to attend when further notified. The Judge Advocate, accordingly, addressed the following letter to Lieutenant Abbot:

United States Navy-Yard, Charlestown, September 14, 1822.

SIR: By direction of the Court of Enquiry, now in session at this place, I hereby give you notice that your further attendance at this Court is required, and that you are requested to be in readiness to attend upon special notice of the time which will be given by, Sir, your humble servant,

GEO. SULLIVAN, *Judge Advocate.*

Lieutenant ABBOT, *of the United States Navy, now at Boston.*

The Court adjourned to Monday at half past nine o'clock A. M.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 16TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Charles Bradbury, called on the part of Captain Hull, was further examined, and testified as follows:

Question by Captain Hull. Have you had any communication from or with Mr. Fosdick, on the subject of his fraud? If yea, please to state the same.

A. Mr. Fosdick stated to witness that every part of his. Fosdick's, property in New-York and elsewhere, was attached for security to Government; witness knows, that all in his possesion or within his knowledge at any time, and some in New-Orleans, was attached. The whole of Mr. Fosdick's property was so completely secured, that Mr. Fosdick applied to witness to know if there was not some not attached, that Fosdick could have for immediate use. During the time he was in Boston, the summer the settlement was made, witness had several conversations with Fosdick; and from these, and calculations, the estimate witness made with Fosdick, Fosdick ought to have had about 30,000 dollars over and above what he was indebted to Government. After the settlement was made with Government, and the money, $ 58,000, was paid over, witness has reason to believe, that Fosdick's property remaining, and justly his own, did not exceed twenty-eight to twenty-nine thousand dollars. Witness one day asked Fosdick in conversation whether there was any person who knew any thing about his concern with the Government, or had any concern in it. Fosdick stated that no person had any concern with him in the transaction, and witness was satisfied, from all the circumstances at the time, that no person had. Fosdick declared to witness, at the time the settlement was made, that he was induced to make this settlement, by the disagreeable situation in which he was placed here, being here in private, and his desire to prevent as much as possible, any further notoriety. During the negotiation which led to settlement, witness saw Captain Hull, Col. Binney, and George Blake several times, and found that Fosdick was very unwilling to agree to the amount they claimed, always insisting it was beyond the amount due. Captain Hull insisted upon the full sum, and refused settlement without it. Mr. Fosdick told witness in private, that he thought Captain Hull was very hard upon him. Fosdick finally agreed to pay 55.000 dollars, that sum, or near that sum, as due to Government, and 3.000 for expenses, making in all, 58,000 dollars; and Fosdick said that the sum taken was more than they ought to have taken.

Question by same. Did Fosdick execute a bond and transfer of his property to you, which was sent to you from New-York, and have you them in your possession?

A. He did; and witness has the same, and will furnish a true copy thereof to this Court. There was also a bond executed by witness to the United States, binding witness to hold the property

transferred in trust for the United States, to pay such sum as should be found due them after from Mr. Fosdick: of this, also, and of the receipt for the money, witness will furnish a copy.

Question by same. Were Fosdick's confidential communications with you such, when he came on to effect a settlement with the Government, that if others had been connected with him in his fraud, it would have been made known to you?

A. Witness says, he don't think it possible for any body to have been concerned with Fosdick in the fraud, without witness having known it. This is witness' impression.

Question by same. Did Fosdick, for three or four years before he left Boston, live in great extravagance, expending several thousand dollars a year.—Did he entertain much company, or frequent most places of public amusement; and did he keep a carriage and horses? State particularly his mode of life.

A. From what witness knew of him, he should say of Fosdick that he had been a very prudent man in his expenses. Witness should not think, from what observation he made on him, that he expended over a thousand dollars a year, unless it may be just before he was going away. He did not entertain much company, as witness knows; he went to the theatre two or three times a season; and witness doubts if he went to any other public places of amusement. He did not keep a carriage and horses, as witness knows; he kept a horse and chaise, and the winter he went away, he bought a pair of horses and a sleigh, as witness understood, to travel with. Mr. Fosdick was remarkably penurious. It was not possible for him to have lived with extravagance, or kept a carriage and horses, without witness' knowledge.

Question by same. Did Mr. Fosdick constitute you his attorney, when he left Boston; and had you any reason, from any thing you saw in him, or knew of his property, to suspect that he had come by it by dishonest methods?

A. He made witness his attorney to receive dividends on certain stocks in Boston. Witness had no such suspicion, or any reason to suspect. Witness knew nothing of Fosdick's property elsewhere, at the time he left the Navy-Yard, or that he had any in New-York. Witness had heard that Fosdick had received a considerable sum from his wife's father; and witness never summed up the amount of Fosdick's property in Boston, until after the fraud was discovered.

James Biddle, of the United States' Navy, was called by Captain Hull, and was sworn and testified as follows:

Question by Captain Hull. It has been stated in the course of this enquiry, that you had held a conversation, at the Springs, in the summer of 1821, with Captain Shaw, in public, implicating Captain Hull's official conduct, in relation to certain passage money, said to have been taken by him while commanding the Frigate Constitution, previous to the late war. Please to state whether you ever had such conversation with Captain Shaw; and if so, to relate it?

A. Witness says he had very little conversation with Captain Shaw, at the Springs, of any kind. Witness never had any such conversation with him in public, and witness thinks he never had any such in private. Witness well remembers that Captain Shaw, when arrested, wrote to witness at Philadelphia, to say that he was informed witness was in Paris at the time the subject of passage money was discussed there, in 1812, and desired witness to inform him what he knew about it. Witness wrote him in reply, stating what he had heard in Paris and it did not then occur to witness, that witness had ever had any conversation with Captain Shaw on this subject, nor does it now; which satisfies witness that he never had any conversation with Captain Shaw, at any time, on this subject.

Henry S. Newcomb, Lieutenant in the United States' Navy, was sworn, and testified.

Question by same. Did you know Lieutenant Abbot, and have you lately had a conversation with him on the subject of the present Court of Enquiry? and if so, state what passed between you.

A. On or about the 2nd September inst. witness met Lieutenant Abbot at the Commercial Reading Room. After some common-place enquiries, Lieutenant Abbot said, that he had been urged to bring forward the state of the Macedonian Frigate, against Captain Hull; but it was not his business: that he had no ill will against Captain Hull; he was actuated in his conduct towards him by a sense of duty; he had no personal interest: that he had had splendid offers made him if he would retract, and acknowledge that he had injured Captain Hull, and certain great men. Being asked by the Court if Lieutenant Abbot mentioned the name of any person who had made these splendid offers, witness says no; witness did not ask him; the conversation ended with some common-place remark by witness, and witness separated from Mr. Abbot. This was not a confidential communication; the acquaintance subsisting between witness and Lieutenant Abbot was too slight for any such to have taken place between them; nor was it in answer to any question asked by witness, or suggested by any remark from him.

William B. Shubrick, called on the part of Captain Hull, testified as follows:

Question by same. Have you examined the journal of the Yard, with the view of ascertaining the time Lieutenant Abbot joined the Yard, the times he was absent on leave, and the number of times he performed duty while attached to the Yard? If yes, please to state the times and dates particularly.

A. The witness annexed the following extract from the journal of the Yard:

List of days duty kept by Lieutenant Joel Abbot, at the Navy-Yard, Charlestown, Massachusetts.

January	26,	1820.	February	10,	1820.
———	31,		———	15,	
February	5,		———	20,	

February..... 24, 1820.
March..... 1,
——..... 6,
——..... 11,
——..... 16,
——..... 21,
——..... 26,
——..... 31,
April..... 5,
——..... 10,
——..... 17,
——..... 22,
——..... 27,
May..... 2,
——..... 7,
——..... 11,
——..... 15,
——..... 19,
June..... 21,
——..... 24,
——..... 27,
——..... 30,
July..... 3,
——..... 6,
——..... 9,
——..... 12,
——..... 15,
July..... 18, 1820.
——..... 21,
——..... 24,
——..... 27,
——..... 30,
August..... 2,
——..... 5,
——..... 8,
——..... 14,
——..... 17,
——..... 20,
——..... 26,
October..... 4,
——..... 13,
——..... 16,
December..... 22,
——..... 25,
——..... 28,
——..... 31,
January..... 7, 1821.
——..... 10,*
——..... 20,
February..... 11,
——..... 14,†
——..... 23,
——..... 26,
To April..... 7, 1821.

The above taken from the journal of the Yard, kept by sailing master Waldo.

This extract shows all the days duty Lieutenant Abbot performed within the period therein mentioned; as to his absences, witness cant say; leave of absence being usually verbal.

Question by same. Will you state for how long a time Lieutenant Abbot obtained leave of absence in January, 1821, and if you know where he went at that time, and also, state the day of his return?

A. About the 26th of January, 1821, Lieutenant Abbot brought a letter from Lieutenant Perry, at Bristol, Rhode-Island, to witness, desiring witness to give Lieutenant Abbot leave of absence for ten days; Lieutenant Abbot had leave accordingly, to go as he said on a visit to Lieutenant Perry; witness don't know when Lieutenant Abbot went; he returned between the 8th and 11th February, having overstaid his leave six days; witness got to be uneasy about him; Lieutenant Abbot attributed his having staid longer than his leave of absence, to the badness of the roads.

Question by same. Please to state on what day in February, 1821, Lieutenant Abbot applied for leave to go to Newburyport, and when he obtained leave, and what circumstances took place relative to it?

A. He applied as soon as he returned, as before mentioned, between the 8th and 11th February; witness don't know on what

* Lieutenant Carter took the watch.

† Midshipman Cooper took the watch, Lieutenant Abbot on leave.

day he had leave, but it was between the 11th and 14th of February; when Lieutenant Abbot first applied. there were only officers enough at the Yard to make three watches; the weather was bad, and it was concluded by Captain Hull and witness, after consulting, that as he had just returned from a leave of absence, that leave should not be granted him; whether Lieutenant Abbot represented, at this application, the illness of his family, or not, witness cannot say; Lieutenant Abbot afterwards applied again for leave, representing the situation of his family, and leave was granted for several days; Lieutenant Abbot returned from his family between the 20th and 23rd of February, and a few days after he applied again, and on the 27th or 28th of February, he had leave again, and was absent until after the death of his wife, and did not do duty again in the Yard; witness further states, that during Lieutenant Abbot's absence on the leave of the 27th or 28th February, witness had determined to order him up from Neburyport, for duty at the Yard; the weather being severe, and witness thinking Mr. Abbot should do his share of duty; but Lieutenant Percival informed witness, that Lieutenant Abbot's wife was sick, and witness did not order him, but he staid as long as he pleased; when he returned, he represented himself as being in bad health, and Captain Hull gave him leave of absence to go as he proposed to the Springs.

Question by same. Was the duty in February, 1821, more severe than usual, or not, at that season of the year?

A. Witness thinks it was; the weather was very bad, and fewer officers than usual to keep watch.

Question by same. If Lieutenant Abbot had written from Newburyport for extension of his leave of absence, stating that his wife was very sick, would his leave of absence have been prolonged?

A. Witness has no doubt his leave of absence would have been prolonged.

Question by same. Do you know whether the late boatswain, Waldo, was deprived of any allowances to which he was entitled, while attached to the Yard?

A. The order for an allowance of wood was for one boatswain in this Yard; there were two here, and Captain Hull told witness that he meant to divide it between the two; one of them, Walton, was senior in office, was old, and was not able to do much duty; was accommodated with quarters in the Yard, and kept to do light work in the rigging loft; and witness never heard any complaint from either of them, that they had not their allowances.

Question by same. Were Lieutenant Smith, Hunter, and Nicholson, in the same situation as Lieutenant Abbot in respect to duties, pay, and allowances, at the same time he was in the Yard?

A. Lieutenant Hunter was attached to the Rendezvous, and had no duty in the Yard; Lieutenant Smith was sick; Lieutenant Nicholson was attached to the Independence until she was in ordinary, and then he was too unwell to do any duty in the Yard,

and has since died; they had their pay, and had no allowances, as witness presumes.

Question by same. Was Lieutenant Abbot particularly attentive to his duties, while attached to the Yard or not?

A. Witness does not know that Lieutenant Abbot was inattentive while on duty, but witness thinks Lieutenant Abbot was not on watch so often as other officers, who had that duty to perform.

Charles Ware, master Sail Maker of the Yard, called on the part of Captain Hull, testified as follows:

Question by Captain Hull. Did you know Harrison Wingate when he worked in the Yard, and have you any knowledge of his taking property belonging to the public while thus at work?

A. Witness knows one Wingate; he was a joiner, witness does not know his christian name. This Wingate asked witness for a piece of old duck to make an apron of; witness did not give him any. A few days after, while the men were absent from the loft, at dinner or breakfast, witness saw this Wingate, the same man who has been examined as a witness before this Court, come out of the loft door, with a piece of new duck, between two and three yards; witness went up to him, and asked Wingate if he knew why the blue stripe was in the duck, and told him it was to prevent people from stealing it. Wingate said, "damn the duck," and witness made him carry it into the loft again, and put it in the box he had taken it from.

Question by same. Did Wingate work in the sail-loft on the floor; and, if so, did you make any and what report concerning him to Mr. Peirce, the master-joiner?

A. Yes: and witness reported him as an idle and lazy man; he would often sit with his hands over his knees, while others were at work.

Ebenezer Barker, called on the part of Captain Hull, testified as follows:

Question by Captain Hull. Have you surveyed the painting done upon the brick house belonging to Captain Hull; and, if so, will you state what the cost of it may be fairly estimated at?

A. The following is a survey of it, in the common form of surveys of such work, when done by the rules, and payment made according to the measurement; and it shows the amount, at the rules and at the common and usual price at which such work is done now under the rules.

Charlestown, August 23, 1822.

THIS is to certify, that we have carefully measured the painting of the brick house belonging to Captain Isaac Hull, and find as follows:

Painted with two coats ..... 476 square yards.
Ditto....ditto one ditto ..... 133 ditto....ditto.

There is on the house eighteen pair of large, and three pair of small window blinds. The quantity of putty used is estimated at sixty-five pounds

E. BARKER, *Surveyor.*
CALEB PEIRCE.

Estimates of cost, at Rules of Work.

476 yds. painted with 2 coats, at 20 cts. per yd.			$95 20	if at 16 cts. per yd		$76 16
13".....ditto.....	1.....	.12.....	15 96	.....10.....		13 30
18 pair of blinds,.....	$1 25	each.....	22 50	.....		22 50
3.....ditto.....	75	.....	2 25	.....		2 25
			$135 91			$114 21

Caleb Peirce called on the part of Captain Hull, testified as follows:

Question by same. Did you survey the painting done on Captain Hull's brick house? If so, what is the fair estimate of its cost; and are you acquainted with the cost of painting at this time; and what it was worth when Captain Hull had the house painted?

A. Witness made the survey of it with Mr. E. Barker; and the survey given in by him, and now exhibited to witness, as part of Barker's answer, correctly states the estimate witness and Barker made of it. Witness is not acquainted with the cost of painting, except by enquiry of others, and does not know except by enquiry of others, what the painting was worth, when Captain Hull had the house painted; but the measurement is certainly correct. Surveyors are commonly employed to measure painter's work, when paid for by the rules or measurement.

Question by same. For what reason was Harrison Wingate dismissed from the Yard? Please to state.

A. Because he was reported to be idle, and because he was in the habit of going out of the Yard at usual grog time, and staying double the time allowed the people to get their grog.

Question by same. Do you know whether a quantity of hinges belonging to Captain Hull, were carried into the blacksmith's shop for safe keeping? Please to state the facts relating to them.

A. There were six pair taken from gates and doors on the Woodward estate; also four pair small hinges taken from the window shutters; also eight pair door and shutter hinges, taken from another building of Captain Hull's; and two pair taken from a shop bought by Captain Hull of Mr. Brown. Some of these, as witness believes, were afterwards used on the Woodward estate, and some on the ten foot shop, near the gate, for cellar doors, windows, and gates; and some of them were used in the Yard for the United States.

Question by same. Did you direct Harrison Wingate to make the gutters for Captain Hull's houses, in the joiners' shop in the Navy-Yard; or if they were thus made, was it with your knowledge?

A. Witness has no recollection of giving him such orders; but thinks he made one gutter for Captain Hull; it was about thirty feet long, and consisted of two pieces of boards nailed together.—Captain Hull had lumber of his own; but whether the pieces of which this gutter was made were his or not, witness cannot undertake to say. Witness does not know by whose authority this was made, or whether Captain Hull knew it or not. Wingate occupied the house for which he made the gutters.

Question by same. What became of the barn and a wood shed which was on Captain Hull's land, and to what use has it been applied, and what is their value?

A. The barn was moved into the Yard, and has been used to keep the oxen in. It was a two story building; its value was about $100 when brought in. There was part of a wood shed also brought into the Yard, and is now used as such by the gunner of the Yard. This was about twenty feet long, its value from ten to fifteen dollars.

The Court adjourned to half past nine o'clock A. M. to-morrow

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U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 17TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Joseph W. Revere, called by Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Have you, at any time since Captain Hull commanded on this station, received a quantity of burnt copper from the Navy Yard? If you did, please to state when, and how much you received, and in what manner you accounted for it.

A. Witness did receive, in the latter part of 1818, from the Navy-Yard at Charlestown, a quantity of burnt and of old copper, as follows:

47,738 at 32 burnt copper.
7,921 .. 24 .. ..
3,724 .. 24 old scraps, composition.

This was received on contract made with the Navy-Commissioners, and was delivered to witness by their order; and witness accounted for it by delivering new copper for the use of the Government, viz 257,750 pounds, at 36 cents, at the Navy-Yard at Charlestown, and elsewhere. Captain Hull had no agency or concern with this contract, or the execution of it, except that he delivered the old copper, which was weighed by the Navy Storekeeper of the Yard, and in receiving some of the new copper, which was weighed in the same manner. Captain Hull was always in the Yard when witness came there, and there being a difference between the quantity according to witness' weight and the Navy-Yard weight, witness and Captain Hull had conversation on the subject; and in the course of the delivery by witness of copper into this Yard, witness thought that Captain Hull was very particular and minute indeed.

Question by same. Had you dealings with Mr. Fosdick of any kind, or in any way, concerning copper, either taken from, or delivered by you, at the Navy-Yard, during the time Captain Hull has had the command on this station.

A. Never; no dealings of any kind, in any way, not to the value of a cent.

Question by same. Did you not request of Captain Hull to pay you for the boxes in which you packed the copper; and what was done relative to them?

A. Witness did: witness had put up some of the copper in boxes, and charged the mere cost of lumber and carpenter's work, which amounted to 315 dollars. Captain Hull objected to this charge, and witness wrote to the commissioners; they referred it to Captain Hull: neither he or they have acted definitively on the subject of the charge now standing against the United States, in witness' books.

Asa Bucknam, called on the part of Captain Hull, was sworn, and testified as follows:

Question by same. Are you well acquainted with B. H. Fosdick, and what is his character for talents, and what was his character for integrity, previous to the discovery of his fraud at the Navy-Yard?

A Witness has been acquainted with him ever since he was a child; he was held forth as a model for the young, where he lived; his character for integrity, and his reputation for talents, were very high to the period of the discovery of his fraud; his credit was good, and witness believes he might have obtained credit for any sum, from 50 to 100,000 dollars. Witness believes this is the only instance of fraud he has ever been guilty of.

Question by same. Was he, while attached to the Navy-Yard in Charlestown, or at any time, a man who lived in great extravagance; did he frequent places of public amusement, and did he keep a carriage, and horses, and servants, and support an expensive establishment; and were you upon such terms with him as to be enabled to judge as to his habits of life?

A. Witness was intimate with Fosdick, and says Fosdick was not extravagant, at any period of his life, but was rather parsimonious; did not frequent places of public amusement much; he used to go to the theatre five or six times every season; did not keep a carriage and expensive establishment; he had a horse and chaise, for convenience, rather than hire; these he sold, and a short time before he left the Yard, he bought two horses, as witness believes, to travel with, and did travel with them from this place.

Question by same. Was not Fosdick reputed to have received a considerable sum of money by his wife, and also something from his father?

A Yes; he had $10,000 from his father-in-law, and he was reputed to have 6 or 8,000 more. Mr. Fosdick was very shrewd in the management of his property.

Question by same. Did you see Mr. Fosdick when he came on here to settle the claims of the United States against him; had you opportunities of seeing and conversing with him familiarly; and do you believe, from any thing that past at the time, while the settlement with him was effecting, or had you any reason to believe, that any person or persons was or were connected with him in the fraud

practised by him upon the Government? State particularly what you know on this subject.

A. Witness did see him; he was at witness' house the whole time the settlement was negotiating; and witness did see and converse with him familiarly; witness had no reason to believe that any person was connected with him in the transaction, on the contrary, witness believes no person was so concerned. Witness' reasons for his belief, are as follows: When Fosdick returned sometimes to witness' house, from meeting the commissioners, vexed and hurt with them, witness suggested to him that witness had heard that other persons, high in commission, had been concerned with him in the transaction, and shared the money; Fosdick asked him what he meant; witness explained to him that he had heard Captain Hull and Col. Binney were concerned with him, and advised him, if this was so, that he owed it to himself and his country to expose them. Fosdick then said nobody should suffer for him; that neither Captain Hull, or Mr. Binney, or any person knew any thing of the business; that if he had been suspected of such a course, he should have been dismissed from the Yard immediately: he said it was a transaction that only one could carry on. Witness is sure, from the state of Fosdick's mind at the time, and the motives witness held out to him, that if Captain Hull or any other person, had been concerned in the transaction with Fosdick, witness would certainly have known it.

Question by same. What did Fosdick say, in regard to the settlement finally made with him; did he, or not, say the Government had got all that belonged to them? Please to state what you know relative to it.

A. When the commissioners had come to their ultimatum, Fosdick told witness of it, and witness asked him how near it was to being right; and Fosdick said it was several thousand dollars out of the way; witness asked him if he was sure it was so much out of the way; Fosdick said he was, and said he could not afford to lose so much; he talked of a suit in a civil court to settle it; he was, however, advised by witness to settle it as commissioners proposed, and finally he did so; and since the settlement he has told witness that he had paid over too much, that the Government had got many thousand dollars more than was due to them, and he thought the commissioners were hard on the settlement, screwed him down too close; he felt injured with Captain Hull, because he was more persevering and insisting than either of the other commissioners; at least Fosdick considered him so, and he felt more injured by Captain Hull than by the others.

Ebenezer Jackson, of Boston, painter, came into Court, and stated that, when he was testifying, he was under the impression that he was interrogated as to work done for Captain Hull only; witness told one Joseph Simons that Nathaniel Turner had done work for Chaplain Felch, and took the materials out of the Yard; and Simons said Turner ought to testify this; witness said if so, then he, witness, ought to testify to work he had done for others, and Si-

mons told witness that he ought: where upon witness thought it was proper for him to come into Court, and state some instances of work done for others by himself. Witness being asked to state these instances. says he, with Nathaniel Turner, painted two rooms for Josiah Barker; witness took the stock out of the Yard, by Mr. Tolman's orders. Witness can't recollect the year; he can only say, it was while witness was in the Yard, perhaps a year before witness lett it, and witness left it three years ago last February; witness also painted a floor twice over for Josiah Barker, by order of Mr. Tolman, and took the materials out of the Yard; this was done soon after the others. Witness also painted a floor for Caleb Peirce, and took the stock from the Yard; this also was done by order of Mr Tolman. Witness also recollects that he went over to Commodore Bainbridge's new house in Pond street, now called Bedford, and varnished two or three soap-stone fire places, and took the stock from the Yard by direction of Mr Tolman; witness further states that, by Mr. Tolman's orders. he yellow washed in Captain Hull's houses, and in the public buildings, taking the French yellow from the same cask which was in the Yard, when witness first came into the Yard, about two thirds of it had been used. At one time, when witness primed one of Captain Hull's buildings, witness took remnants from different pots, and used that for this purpose by Mr. Tolman's orders. In neither of these instances did witness receive orders from Captain Hull, and witness has no reason to believe that Captain Hull knew any thing of these circumstances; witness never informed him of them. Witness says he does not recollect any thing further at this time.

Question by same. For what cause did you leave off working at the Yard? Please to state.

Answer. Mr. Tolman was dissatisfied with witness, because he did not come to work on Sunday morning on the Hornet, then fitting away, with the other men.

Question by Captain Hull. Are you acquainted with Joseph Ingersol, and have you conversed with him at any time on the subject of your testimony.

Answer. A man by the name of Ingersol called on witness at witness' house, since witness testified in this Court, and told witness he was the man whom Captain Hull had sued for a libel; witness has never spoken with him before, except once at a Baker's, in Portland street, when witness was introduced to him. Ingersol set down, asked questions of witness respecting the subject of witness' testimony, and took minutes of what witness said; witness thinks he told him of some of the instances which he has stated at this time.

Question by Captain Hull. Did any person request you to come and give testimony before this Court since the period of your last examination? If so, who thus requested you?

A. No person; witness has had no conversation with any person, but with Simons, as above stated.

Being asked if witness had had any conversation with Mr. Abbot since his examination, witness says he went to the Post Office where he understood Mr. Abbot was frequently, and left word for him that witness wished to see him, witness called on Mr. Abbot to ask if he thought it was proper for witness to state the circumstances to the Court he has stated at this time, and Mr. Abbot said he thought witness ought to state them ; when witness said he had no conversation with any person, as above stated, witness did not recollect his conversation with Mr. Abbot.

Question by same Were you requested by Mr. Ingersol, or any other person, and if so, whom, to give such information as you might be able to, or might from time to time obtain, relative to the affairs of the Navy Yard ?

A. No, not to witness' knowledge, by any one ; witness may have been told, as by Mr. Simons, that it was witness' duty to communicate what he knew to the Court.

Amos Binney, Navy-Agent, called by Captain Hull, was sworn, and testified as follows :

Question by Captain Hull. Has the Navy-Yard been enlarged since Captain Hull has had the command of it ? If yes, please to state all the circumstances relative to the contract, and purchase of the land

A. It has been enlarged on the south west side, near the gate ; this was effected by the purchase of a piece of land from the estate formerly owned by Woodward. It was deemed necessary during the war, that the south west line should be straightened ; a correspondence ensued between Captain Hull and the Secretary of the Navy on this subject, several personal interviews were also had between them ; the Secretary of the Navy, Mr. Crowninshield, viewed the ground ; he acquiesced in the propriety of this alteration, but hesitated as to his authority to direct the purchase ; afterwards on the 4th November, 1816, the Secretary wrote to witness a letter of that date, as follows :

Navy-Department, Nov. 4, 1816.

SIR: Captain Isaac Hull having offered to this Department a strip of land adjoining the Navy-Yard, at Charlestown, upon such terms as induce me to accede to the purchase. I have to request of you to cause a survey of the quantity, and estimate the amount in a fair proportion to the value of the whole, and your requisition for the sum shall be complied with.

I am, very respectfully, your obedient servant,

(Signed,) B. W. CROWNINSHIELD.

AMOS BINNEY, Esq. *Navy-Agent, Boston.*

Witness did not take any immediate measures on the receipt of this letter, expecting to see the Secretary at Washington the ensuing winter. In January, or February, 1817, witness was at Washington ; witness had a conversation with the Secretary, on the purchase of this land ; he requested the witness to make out an estimate of the purchase money, and other incidental expenses ; witness did make an estimate, which witness has on his letter book,

of the value of the land, cost of removing buildings, &c. The Secretary issued his warrant for the amount of money witness required; this money was charged to witness, and he held to account for it, under the general appropriation for the improvement of the Navy-Yard. Soon after witness' return to Boston, on the 20th May, 1817, witness did, in compliance with the Secretary's letter of the 4th November, 1816, appoint Messrs. Nathan Adams, Josiah Barker, and John Tapley, to survey the land, and to fix the price agreeably to the following letter of instructions.

Boston, May 20, 1817.

GENTLEMEN: In compliance with authority from the honourable the Secretary of the Navy, under date of I have named you a committee to appraise a gore of land, adjoining the United States' Navy-Yard, Charlestown, from a point at the south gate, on Water-street, and running north-west towards the Turnpike; which gore Captain Isaac Hull has sold to the United States, for the improvement of the Navy-Yard.

You will carefully estimate the number of square feet of land thus to be added to the Yard; describe the same by metes and bounds; and adjudge the relative value thereof, compared with the price paid by Captain Hull for the whole lands he purchased of the heirs of David Woodward and others; the cost of removing buildings, fences, &c.; the value of the improvement to the United States, and the value of the residue of the land yet held and owned by said Hull: all which please report to me in writing, as early as convenient, with your bill of charge for the trouble and expense of executing commission. It is proposed that you meet Captain Hull and myself at the Navy-Yard, for this purpose, on Saturday next, at three o'clock, P. M. if convenient to you. Respectfully, your obedient servant,

(Signed,) AMOS BINNEY, *Navy-Agent.*

To Messrs. NATHAN ADAMS,
JOSIAH BARKER,
JOHN TAPLEY,
Charlestown.

I agree that Messrs. Nathan Adams, Josiah Barker, and John Tapley, shall appraise and fix the value of the Land which the United States propose to purchase of me for the improvement of the Navy-Yard, Charlestown.

(Signed,) ISAAC HULL.

The Commissioners appraised the land agreeably to the following return or report:

SIR: In compliance with the instructions contained in your letter of the 20th ult. to us, we have carefully examined, and herewith return you a description, with a schedule of the gore or piece of land therein specified: to wit:—

Commencing at a point twenty-two feet two inches from the southern entrance to the Navy-Yard, in Charlestown, Massachusetts:—

Thence running north-westwardly, (N. N.W. quarter W.) 134 feet.
Thence eastwardly, (E. 3 degrees N.)..... 82 feet.
Thence back to the starting point southwardly, (S. by W. 126 feet.
} 5,186 sq. ft.

and containing about five thousand one hundred and eighty-six square feet.

The above comprises the extent, position, and the number of square feet contained therein, and is bounded as follows, viz:—

Easterly and Northerly, by the Navy-Yard.
Westerly, by land of Captain Isaac Hull, and coming to a point.
Southerly, on land owned as above.

WE are, moreover, of the opinion, that as the Navy-Yard is highly improved and benefitted by this addition to it, and the estate of Captain Isaac Hull is thereby permanently reduced and considerably impaired, and consequently

ressened in comparative value, by the division; that the price of seventy-five cents per square foot, is a fair and equitable equivalent for the same.

In testimony whereof, we have hereunto set our hands and seals, this eighteenth day of June, in the year of our Lord one thousand eight hundred and seventeen.

(Signed,) NATHAN ADAMS. SEAL.
Signed, sealed, and delivered, in presence of us. (Signed,) JOSIAH BARKER. SEAL.
(Signed,) JOHN TAPLEY. SEAL.

(Signed,) B. H. FOSDICK.
(Signed, CHAS. F. WALDO.

AMOS BINNEY, Esq. *Boston.*

Pursuant to this report, witness made out a bill as follows:

The United States' Navy Department

1817. *To Isaac Hull, Dr.*

Aug. 15. For five thousand one hundred and eighty-six square feet of land, purchased by the United States, for the extension and improvement of the Navy-Yard, at Charlestown, Massachusetts, bounded and described as per deed thereof, from Isaac Hull to the United States, dated this 15th of August, 1817, reference thereto being had, and to the papers annexed, containing the appraisement of the same, at seventy-five cents per foot, ... Feet. 5,186

Deduct, per agreement, one hundred and fifty-two feet of the above, exchanged for the same quantity left out of the Navy-Yard, in consequence of running the line of the Yard straight; the sole right and title to which, is vested in Isaac Hull, Esq. by this Exchange, 152

5,034 at 75 Cts. $ 3,775 50

Boston, August 15, 1817.—Received of Amos Binney, Esq. Navy-Agent, three thousand seven hundred and seventy-five dollars and fifty cents, in full of the within bill, for which I have signed duplicate receipts.

(Signed,) ISAAC HULL.

And Captain Hull executed a deed in common form to the United States, dated 15th August, 1817, copy of which is as follows:

To all People to whom these presents shall come, Greeting:

KNOW YE, That I, Isaac Hull, of Charlestown, in the County of Middlesex, and Commonwealth of Massachusetts, Esquire, for and in consideration of thirty-eight hundred and eighty-nine dollars and fifty cents, received of the United States of America, to my satisfaction and content, do hereby grant, bargain, sell, and convey, unto the said United States, a certain piece of Land, lying and being in Charlestown aforesaid, described and bounded as follows: that is to say, commencing at a point twenty-two feet two inches from the south gate or entrance to the Navy-Yard, Charlestown, Massachusetts; thence running north-westerly, one hundred and thirty-four feet; thence easterly eighty-two feet; thence back southerly to the point of starting, one hundred and twenty-six feet six inches; and containing about five thousand one hundred and eighty-six square feet, more or less; being bounded easterly and northerly by the Navy-Yard; westerly by land of Captain Isaac Hull; and coming to a point southerly on land owned as above. TO HAVE AND TO HOLD the above demised and described premises to the said United States forever.—And I, the said Isaac Hull, for myself, my heirs, executors, and administrators, do covenant with the said United States, that at the ensealing hereof, I am seiz-

ed in fee of the premises; that the same are free from all incumbrances; and that I will warrant and defend the same, against the lawful claims of all persons whatsoever.

In testimony whereof, I have hereunto set my hand and seal, this fifteenth day of August, Anno Domini eighteen hundred and seventeen; together with Ann M my wife, as a relinquishment of her right of dower and of thirds, in the premises.

(Signed) ISAAC HULL, [SEAL.]
(Signed) ANN M. HULL, [SEAL.]

Signed, sealed, and delivered,
in presence of
J. DEBLOIS,
JOHN SOLEY,

Acknowledged before JOHN SOLEY, August 16, 1817.

Immediately afterwards, Captain Hull, as commandant of the Yard, took the necessary measures to remove the buildings from the land purchased, and erect the fences; it was the understanding between witness and the Commissioners, and Captain Hull, that the expense of removing the buildings and putting them into as good repair, as they stood on the ground originally, was to be defrayed by Government; one of the buildings, a wooden building two stories high, was removed into the Yard, and has ever since been occupied for Government use; for this Captain Hull, as witness believes, never received any compensation; the other buildings were removed and put into a proper state of repair, and they were not put in any better state, at the public expense, as witness believes.

Question by same. Had Captain Hull any thing to do with nominating the appraisers of the land, or did you consult with him on the subject?

A. Witness considered himself authorized by the Secretary's letter to appoint these exclusively; witness proposed the names mentioned in his preceding answer, and Captain Hull agreed to it; Captain Hull did not nominate either of them, nor did witness consult him on this subject, till witness had made out his commission to the appraisers.

Question by same. Did you consider this purchase a beneficial one for the United States; and, if you could restore the United States to their former situation, should you think it wise to do it?

A Witness does think the purchase very beneficial to Government, and would not of course restore the United States to their former situation, and should not think it wise to do it.

Question by same. Have you ever had any private dealings with Captain Hull, or in any way been connected with him, in any speculation, since his command at the Navy Yard? If so, please to state them.

A. Witness has never been connected with Captain Hull, in any speculations whatever; the only dealings witness has ever had with Captain Hull, were selling him a barrel of whiskey and a Chart of Boston harbour, and lending him a thousand dollars, for which he gave his note, and witness got it discounted at the Bank, and got his money; these are all the transactions of a private nature wit ness has had with Captain Hull.

Question by same. Was not the land which remained to Captain Hull, materially injured by the manner in which the whole lot was divided, and in what proportion ?

A. Witness has no means of determining the proportion, but it was materially injured ; witness says if he owned the land of Captain Hull, he would give one dollar a foot for the land, for which the Government paid 75 cents.

Question. Do you know the reason why the appraisers appointed by you, did not conform to the intructions contained in your letter, which required them to report the relative value of the land sold by Captain Hull, compared with the whole amount he paid for it originally ?

A. Witness thinks they made their report verbally, stating the whole thing in detail as they were directed to do, that when they were requested to commit this to writing, they wrote only as much as they thought would justify witness in paying 75 cents a foot, that is witness' impression of it now.

Question. Can you furnish the contracts made with A. Eustis, for removing earth, at the north east part of the Yard ? If yea, please to produce them, and state the amount you have paid under these contracts, by what authority you made the payments, and the mode by which the amount due at different periods was ascertained.

A. Witness did make contracts, and produces a copy of the original contracts, which are as follows :

THIS CONTRACT, made this seventeenth day of July, 1821, between Alexander Eustis, of Harvard, Massachusetts, labourer, on the one part, and Amos Binney, U. S. Navy Agent, acting for the United States, on the other part ; witnesseth, that the said Alexander Eustis hath agreed, and doth hereby agree, to remove from the high grounds within the Navy-Yard, Charlestown, to a wharf to be erected upon the beach, about two thousand squares of earth, measurement to be ascertained in the hill, by taking the depth of the earth removed at every angle of ten foot over the whole surface where stakes are to be placed, and an officer appointed by Commandant of the Yard, to take and register the depths at every stake as the work progresses, for which the said Eustis is to charge at the rate of eight shillings, or one dollar thirty-three cents and a third of a third, for each and every square of two hundred and sixteen cubic feet, the whole to be completed, and the said wharf filled level with the capsills, on or before the first day of February next. And the said Amos Binney, acting as aforesaid, doth agree to pay the said Eustis, eight shillings per square for the said earth removed, the measurement to be ascertained as aforesaid, and payments to be made in reasonable sums as the work progresses, always reserving a portion, say one third of the amount, as a guarantee for the faithful fulfilment of this contract by the said Eustis, and the whole balance to be paid in full on the completion of the job, and approved of the bills by the Commandant of the Navy-Yard, who is to have the sole direction of the whole, and approve in all its parts. To the true and faithful performance of the above contract, the said Eustis hereby binds himself, his heirs, executors, and administrators, in the penalty of two thousand dollars ; in witness whereof the parties aforesaid have signed their name and set their seals to duplicates thereof.

Witness, ALEX. EUSTIS, his ✕ mark. (SEAL.)
WM PARMENTER. A. BINNEY. (SEAL.)

THIS CONTRACT, made this eighth day of October, 1821, between Alexander Eustis of Harvard, in Massachusetts, on the one part, and Amos Binney, U. S.

Navy Agent, acting for and in behalf of the United States on the other part; witnesseth, that the said Alexander Eustis hath agreed, and doth hereby agree, to move from the high grounds within the Navy-Yard, Charlestown, to a wharf to be erected upon the beach, or such other place within the Yard as may by the commandant of the Navy-Yard be designated, one thousand squares of earth, measurement to be ascertained by taking the depths of the earth removed at every degree of ten feet over the whole surface, where stakes are to be placed, and an officer appointed by the Commandant of the Navy-Yard to take and register the stakes for every depth as the work progresses, for which the said Eustis is to charge at the rate of one dollar and eighty-three cents and one third of a cent, for each and every square of two hundred and sixteen cubic feet; the whole to be completed on or before the first day of February next. And the said Amos Binney, acting as aforesaid, doth agree to pay the said Eustis one dollar and eighty-three cents and one third of a cent per square for the said earth so removed, the measurement to be ascertained as aforesaid, and payments to be made in reasonable sums as the work progresses, always reserving a portion, say one-third part of the amount, as a guarantee for the faithful fulfilment of this contract by the said Eustis, and the whole balance to be paid in full on the completion of the job, and approval of the bills by the Commandant of the Navy Yard, who is to have the sole direction of the whole, and approval in all its parts. In testimony whereof, and to the true and faithful performance of this contract, the said Eustis hereby binds himself, his heirs, executors, and administrators, in the penalty of one thousand dollars; and the parties have hereunto set their hands and seals this eighth day of October, one thousand eight hundred and twenty-one.

ALEX. EUSTIS, his ✕ mark. (SEAL.)

Signed, sealed, and delivered, in the presence of, } A. BINNEY, *N. Agent.* (SEAL.)

WM. PARMENTER.

Read to Eustis before signing.

Boston, March 4, 1822.—I hereby agree to level earth at the Navy-Yard from this time to the first of July next, at the rate of one dollar eighty three and one third cents per square, as rapidly as may be required by the commandant of the Navy-Yard, provided the work is not finished before that time; the boundaries to be pointed out by Mr. Knox, Sailing Master of the Yard, both where the earth is to be taken from and where it is to be put.

Witness, ALEX. EUSTIS, his ✕ mark.

WM. PARMENTER.

On these contracts, witness paid $7520 16; this sum was paid from time to time; Mr Knox gave Mr. Parmenter, witness' clerk, a ground plot, or chart of the land, showing the depth of the earth removed at every angle of ten feet square; these depths were estimated by Mr Knox and Mr Parmenter, sometimes jointly, and sometimes by Mr. Parmenter alone; and when the whole was done, they examined the whole particularly, and the authority for paying was their computations certified by Mr. Knox, and approved by Captain Hull.

Question Have you at any time, paid to any clerk of Captain Hull's any sum of money, in addition to his proper salary in the Yard? If yea, state the name of the person, and your reasons for so doing. *A* Witness never has.

Here the witness' examination was suspended, for the examination of Mr. Crowninshield, who wished to return to Salem this afternoon.

Benjamin Crowninshield, late Secretary of the Navy, called by Captain Hull, was sworn and testified.

Question by Captain Hull. Were you consulted by Captain Hull, previous to the purchase of the land for the extension of the Navy-Yard in Charlestown, and did you examine the subject, and finally approve of the purchase, and what were your first objections to it?

A. Captain Hull told witness that there was a piece of land adjoining the Yard, which would be very advantageous and useful to the Yard, if annexed to it; that it was so situated it was difficult to prevent people from getting into the Yard and pilfering; witness had objections to the purchase of this, among others, that it was uncertain whether this would be a principal station; sometime after, this estate was offered for sale, at public auction; Captain Hull again mentioned the subject to witness, but as witness did not feel authorized to direct the purchase, but had reason to think this would be a principal naval station, he advised Captain Hull to buy it on his own account, upon an understanding that the Government might have, afterwards, what portion Government might need; afterwards, a correspondence took place between Captain Hull and witness, and the result was, that a portion was taken which was appraised by persons, appointed under direction of the Navy-Agent, for this purchase, and Captain Hull conveyed what was taken for the Yard to the United States; the correspondence and documents will show what was done; it was a transaction that was fair and above board, the whole of it; Captain Hull, immediately after his purchase, brought to Salem a plan of the Yard, and showed to witness the advantage to the Navy Yard of making the purchase; witness knew of Captain Hull's intention to purchase, and that he had purchased the land at the time of it.

Question by same. Did not Captain Hull appear to you to be solely actuated by a regard for the public good in his conduct relative to the purchase of the said land and the extension of the Yard?

A. Witness has no doubt that Captain Hull purchased the land solely with a view to accommodate the Government; and witness has no reason to believe that Captain Hull would have purchased it, unless it was to accommodate the Government.

Question. In your letter directing Mr. Binney to purchase the land before alluded to, was it your meaning that the United States was to pay a part of the original purchase money, according to the relative value of the land taken, or did you consider that the United States were to purchase the same from Captain Hull, at the then estimated value of it, without any reference to the price he had paid for the whole property?

A. Witness considered that the appraisers, whoever they might be, would take into consideration the whole circumstances, that is, the original purchase, the actual value of the land at the time they were estimating it, the disadvantage to the rest of the land, by having the part taken off from it for Government, and that they would do right between Captain Hull and the Government, and witness presumes they did; their report was accepted, and witness supposes the money was paid.

Question by same. Please to state, during the period that you were Secretary of the Navy, whether it was or was not the usage of the Department to allow to officers commanding stations, and their families, medicines at the public expense; and also physicians, in addition to the Surgeon on the station, in some instances?

A. Officers and others have frequently applied to witness, for allowance of bills to other physicians than those of the Navy; these were allowed in many instances; such were allowed in New-York, and in Charlestown, as witness has no doubt; and witness has no doubt that it has been a practice for officers and their families, at the Navy-Yards, to have their medicines supplied them at the public expense. Witness thought this had been a long established practice throughout the United States, and mentions that it was the practice in Washington, as witness always understood.

Question by same. Did either Lieutenants Joel or Walter Abbot ever apply to you for the allowance of extra bills, incurred by them, or either of them, in sickness, for physicians and medicines?

A. Witness don't recollect that Lieutenant Joel Abbot did; but his brother did more than once; but of this witness is not certain: he had been wounded in one of the engagements, and was allowed to employ other surgeons, and they were paid; and witness thinks his board was paid; witness thinks he had as many extra allowances as any other officer in the Navy, during the time witness was Secretary of the Navy.

Question by same. Were you not informed by Captain Hull of the money he paid for the land; and when the appraisal and purchase was approved by you, was it not with a knowledge of all the circumstances relative to the purchase, &c.

A. Witness has no doubt he was, though he don't remember the particulars now; witness thinks he must have been so informed.

The examination of Amos Binney was resumed, and he testified as follows:

Question by Captain Hull. What were your reasons for selecting the persons you have named as appraisers, as before stated?

A. Witness selected Nathan Adams because he was a respectable auctioneer, versed in buying and selling real estate, and well acquainted with the value of land in Charlestown, and as respectable and suitable man as could be selected. Josiah Barker, because he owned the estate adjoining that in question, and being also a very respectable citizen of the town; and John Tapley, because he was at the time one of the select men of the town, and also a very good man.

Question by same. Did you at any time ever employ Mr. Fosdick to go as an agent for you and Captain Hull, or for you alone, into the Western or Southern country; or did you ever talk of thus employing him?

A. Witness says he never did employ him, or talk of thus employing him, having no property or business there; witness never heard of this till lately, and then only as coming from Mr. Abbot.

Question by same. Did you ever communicate to Captain Hull the information which Mr. Keating gave you, concerning his suspicions about Fosdick's management of the pay roll?

A Witness never did, until after Mr. Barker came to witness, in January, 1821, and compared the rolls; witness could not, in justice to Mr. Fosdick, mention it, not having any suspicions of Mr. Fosdick. Being asked why witness did not, witness says, because he never believed Mr. Fosdick guilty of the crime stated by Mr. Keating, in 1816. Mr. Keating desired witness to step into his office, and showed witness a page of his muster book, which he suggested had been altered, as it respects the time against one of the men's names, and insinuated Mr Fosdick was carrying on a game of peculation, in charging more time than the men actually worked: witness took that man's name and time from the muster book, and compared the time with the pay roll then in witness' office. In this particular witness found Mr. Keating incorrect, and his suspicions unfounded. Keating, at the same time, stated that he had commenced keeping a duplicate muster book, in order to detect an error of this kind in future; witness acquiesced in the proposition, and told him witness would make him compensation for the extra trouble it might be. Mr. Keating accordingly did keep duplicate muster books, until Fosdick left the Yard. On several occasions, witness took from Keating's muster books the names of sundry mechanicks, with their times, and compared them with Mr. Fosdick's pay rolls in witness' office, and found them to agree exactly. Mr. Keating, notwithstanding, made repeated insinuations implicating the fidelity of Mr. Fosdick; and witness has often rebutted them, by stating the fact, that witness had compared the extracts from the muster book and rolls, and found they agreed. On one occasion, witness invited Mr. Keating to come up to witness' house, and bring the muster book, and compare it with the pay roll. Mr. Keating came, sometime in April, 1819, when a critical comparison was made between the muster book and pay rolls, in one branch of the mechanicks. In these instances, there was no difference except in two or three cases, where there was a quarter of a day more on the rolls than on Keating's book; witness then said to Mr. Keating, what he said witness did say, there was no great difference. Witness cannot state what pay rolls these were, nor any of the names. Witness looking at Mr. Keating's, supposed he understood witness meaning, which was this: that it had often happened, to his certain knowledge, that disputes between Mr. Keating and some of the men had occurred, in consequence of Mr. Keating's making a man a quarter of a day absent if he did not make his answer at the moment of roll call, although, in fact, he had worked his whole day the same as all the other men in the Yard; and on the pay day they had appealed from the muster book, produced evidence of the fact, and by the master workman of the gang, with the consent of the commanding officer present, the clerk of the roll has, in these instances, allowed and paid the quarter of a day in dis-

pute. Another reason witness has for his belief, was, that he knew Keating was a man of strong prejudices; and although witness then believed him an honest man, yet witness knew, against Mr. Fosdick, he was inveterately prejudiced.

Question by same. At the time when Fosdick was appointed assistant to the storekeeper, was Major Gibbs competent to perform the duties of his office; and what was the reason of his incompetency?

A. Major Gibbs was not competent, by reason of infirmity. Being asked what the nature of his infirmity was, witness does not like to say, as Major Gibbs is dead, and was a revolutionary officer; but witness has been in his office when he was not competent to do business; this was often the case, and witness very readily joined with the commander of the Navy-Yard, in soliciting for an assistant to the storekeeper.

The Court adjourned to half past nine o'clock A. M. to-morrow.

UNITED STATES' NAVY-YARD, CHARLESTOWN, SEPTEMBER 18TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Nathan Adams, of Charlestown, called on the part of Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Were you one of the persons appointed by the Navy Agent to appraise the land purchased by the Government of Captain Hull, and which was part of the Woodward estate? If so, please to state all the particulars relative to said appraisement?

A. Witness was one of the appraisers The copy of report produced by Mr Binney, being exhibited to witness, he says this is a true copy, as he believes, that it expresses the principles upon which the appraisers proceeded in making their estimate.—These appraisers made an estimate of the buildings on the land taken for Government; these were to be removed at public expense to the land left to Captain Hull. Witness is satisfied now with the appraisement; and witness says that if the lot had been his own, he would not have sold that part, so taken by the Government, for less than one dollar a foot. Witness bought a piece of land for Captain Hull, about seventeen hundred feet, opposite to the piece left to Captain Hull, and gave a little over or a little under a dollar a foot. This was before the purchase of the Woodward estate by Captain Hull, as witness believes.

Question by same. Will you state at large the reasons which induced Captain Hull to buy the Parkman lot, and lots adjoining?

A. Soon after Captain Hull came to the Yard, he often spoke to witness of the great inconvenience of having the people in the small buildings and shops near the western gate; the men from the Yard went there a good deal; and he had reason to think the people in those buildings encouraged the men in pilfering from the

Yard, and purchased stolen goods. Witness having the control of these buildings, Captain Hull asked witness if he could not get those tenants out; witness replied that it was not in his power to get them out; Captain Hull applied to witness a number of times in the same way; he then observed to witness that he wished witness would buy the buildings, and brush them up, and make the place more decent; that if witness would, he did not doubt witness would find his account in it. Captain Hull made this application a number of times; witness said he could not buy it; witness could not see his account in it; and witness told Captain Hull, if he wanted to have any thing done there, he had better buy it.—Captain Hull replied, he had not the means, without selling other property more lucrative than this; witness told Captain Hull that there was no way of making this place more decent than by buying it. Soon after, Captain Hull authorized witness to buy it of Mr. Parkman, and witness did so, at the price before mentioned, this being the lot opposite, and spoken of in witness' preceding answer. Captain Hull bought two other adjoining lots; there were old houses upon them, and Captain Hull's object, as witness understood at the time, was to make the place more decent, and get these tenants, in the neighbourhood of the Yard, under his control; witness does not recollect the price. The people who occupied these tenements were notoriously dishonest; and witness turned out one of the tenants, viz from the brick store, because he had reason to think that he had received goods stolen from the Yard. Captain Hull put the houses then into good order, and the tenants there now are respectable and decent people. One of the houses lay empty a year, because he would not let it to one of the old tenants; and witness has no doubt that this purchase by Captain Hull, and the consequent improvement of this neighbourhood to the western gate of the Yard, has been of great advantage to the Government.

Question by same. Did, or did not, the purchase of the land by Captain Hull, and the change of tenants in the buildings, which took place in consequence of it, produce considerable ill will against Captain Hull, among certain people who had lived near the Yard, or who frequented it?

A. Witness believes it did. There was a great deal said by certain people when they were routed against those who were concerned in the Yard; these people used to damn the Navy-Yard, and all who had the management of it. Witness had the letting of a store near the gate, which would have let, if in the centre and business part of the town of Charlestown, for about two hundred dollars, and witness was offered by certain people, three hundred dollars for one half this store; witness refused to let the store to these people; witness found it a great inconvenience to the commandant of the Yard, and witness would not so let it. Being asked what the inconvenience was, witness says, that the men of the Yard would go out at improper times; they used to let themselves out of the window of the blacksmith's shop, and at low tide to get down into the dock, in order to go to this and other shops, and

bring from it liquors in bladders into the Yard. It was impossible to prevent this, without controling the tenants; and witness told Captain Hull so several times.

Question by same Have you lived near the Navy-Yard, and how long; and have you been acquainted with the various commanders and officers thereof? Please to state.

A. Witness had kept a store near the Navy-Yard for fifteen or sixteen years, until last May, when he gave it up; and witness knew, intimately, all the Commanders of this Yard.

Question by same. Have you not been as conversant with the mode of conducting the Navy-Yard, as any private citizen in Charlestown, not employed in the Yard? And, if so, please to state whether you have had any reason to believe that the affairs of the Yard have not been conducted with fidelity, vigilance, and integrity, on the part of Captain Hull?

A. Witness has had better opportunities than any other citizen of Charlestown, not employed in the Navy-Yard; and believes that Captain Hull has been always very attentive, faithful, and vigilant, in the management of the Yard.

Question by same. Did you see the houses repaired and built on the land which Captain Hull purchased; and from the opportunities you had, were you ever led to believe that public property was made use of by Captain Hull, in the erection and repair of those houses; and have you ever heard reports to that effect; and, if so, when was it that you first began to hear them?

A. Witness was here all the time they were building, and has no reason, from any circumstances whatever, to believe that any public property was so used. Witness has great intercourse with the people in Charlestown, and had never heard any thing of the sort said, until Lieutenant Abbot was spoken of as having represented to the Government that there had been property so used. Witness had not heard of this, until it was spoken of in connection with Mr. Abbot, just before or about the time of Lieutenant Abbot's trial. Witness was called on by many persons for information on this subject, because it was thought that witness must have known of it; and witness thinks, that if such had been the case, witness would have been as likely to know it as any body else. Witness heard no such reports, till about the time of Abbot's trial; but at that time and since, he has heard a great many; but witness did not believe them: had no reason to believe any of them.

Question by same. Do you remember that Captain Hull informed you at the time that he could not pay for the land he purchased; and did he not mortgage it to secure the purchase money; and is it not now under mortgage?

A. Captain Hull did so inform witness; Captain Hull did mortgage all the land he purchased; none of the mortgages are discharged.

Question by same. Do not the estates purchased by Captain Hull, in fact, rent for much less, than they formerly did, in consequence of letting them to sober, honest tenants only?

A. They rent for less, and would now rent for more than they do, if let for grog shops, and to dishonest people.

Question by same. Has or has not Captain Hull raised the land, in the immediate vicinity of the gate, at a very considerable expense to himself, and has or not, the entrance of the Yard been greatly improved by it? State the facts relative to it.

A Captain Hull did raise it, but witness don't know if it was at his expense; the passage to the Yard has been greatly improved by it; witness heard Captain Hull say, at the time it was doing, it was at his own expense.

Question by same. Did Captain Hull have any conversation with you, as to the value of the land, to be set off to Government, to persuade you to put a high price upon it; or did you have any intercourse with him on the subject? If so, please to state it.

A. Witness answers fully in the negative; the appraisers had conversation among themselves, respecting Captain Hull's opinion, and witness recollects stating to them, that Captain Hull had said nothing to witness on the subject, and they said he had said nothing to them.

Question by same Have you been for a long time conversant with the value of real estate in Charlestown? If yea, please to state how long, and what has led to your acquaintance with it.

A Witness has, and for a long time, for twenty yeras, witness has bought and sold a good deal in Charlestown for other persons, as well as himself.

Question by same. When Captain Hull put up the western fence of the Navy-Yard where it now stands, did it, or did it not, create a considerable disturbance with many people in Charlestown? Please to state what you know relative to it.

A. When Captain Hull did this, there was a considerable said by the select men, and the inhabitants; witness thinks there was a considerable dissatisfaction among the inhabitants; they thought that the street or lane, which was shut up by the fence, was a common highway; it was not, and the Government, by owning both sides of this lane which terminated in the Navy-Yard, acquired the right to close it.

Josiah Barker, called by Captain Hull, testified as follows:

Question by Captain Hull Were you one of the appraisers of the land taken by the Government from the Woodward estate? If so, did you, or did you not, in your appraisement, take into view the value of the whole estate, and its relative value when cut up, or what course did you adopt, in getting at the value of it? Please to state

A. Witness was one of the appraisers; they did take into view the value of the whole estate, and the relative value of the estate when cut up, and considered the part left to Captain Hull was worth less than if no part had been taken from the lot; they also considered what the part taken by Government was worth, and made a fair estimate of the value of the land taken for Govern-

ment; witness thinks now, it is worth the price given by Government; witness owns a lot adjoining, of same shape as Captain Hull's lot was, and would not sell a part of it, cut off in like manner, for double the price per foot.

Question by same. Did Captain Hull have any conversation with you, previous to your making the appraisement, relative to the value of the land, or any thing about it? If so, please to state it.

A. Witness says not that he recollects; witness didn't know that he was to be one of the appraisers until he received regular notice of his appointment.

Question by same. Have, or have not, the tenants, who have occupied the houses owned by Captain Hull, been people of good character; and has, or has not, the condition of the neighbourhood been greatly improved in morals, since the purchase of that land by him? Please to state.

A. Captain Hull's tenants, since he purchased near the western gate, have been more decent and honest people, than were there before; there had been some very disorderly bad people, who were very troublesome and injurious to the Navy-Yard; they entertained sailors, who got out of the Yard by the dock at night; witness lived in that neighbourhood, and had good opportunity of knowing these facts. Witness being asked to state how the Navy-Yard was injured, as he states, witness says that the people encouraged the men of the Yard to carry there articles stolen from the Navy-Yard, and sold them for liquor.

Question by same. Will you state why Captain Hull did not employ Daniel Leman, to work in the Yard?

A. The reason was, that Leman asked more wages than Captain Hull was willing to give, and would not subject himself to the rules of the Yard.

Question by the Court. Did you have any private conversation with Mr. B H. Fosdick, at the time he was in Boston, accounting for his frauds upon the Government? If yea, did he make any remarks, signifying that Captain Hull, or any other person in the Yard, had any knowledge of, or collusion with, him in relation to those frauds, at the time he, Fosdick, was committing them, or at any other time?

A. Witness had conversation with Fosdick; he did not make any remarks, nor say any thing to that effect; he said that Captain Hull, exacted more from him, than the other Commissioners; would not settle with him on so good terms as the other Commissioners were willing to; and complained of him on that score.

Question by same. At what time was it, that Leavitt complained to you of being obliged to sign a blank pay roll? State the date as near as you can.

A. It was, witness thinks, in 1818; the keel of the new ship was then making, it may be afterwards, witness is certain it was not earlier.

Question. Has Ebenezer Jackson ever painted rooms and a

floor for you? If yea, do you know from whence he procured the materials, and who paid him for his labours?

A. He painted one room, but never a floor; witness engaged Jackson to do it; does not know whence he got his materials or stock; witness paid him for his labour and materials, as soon as the job was done; witness had two floors painted about the same time, by witness' two sons, who procured the stock at Mr. Springs, Charlestown, and witness paid for it.

Question by Captain Hull. Was there any thing done by Captain Hull, on the Woodward estate, until after the land was set off to Government?

A. Not to witness' knowledge; witness thinks he should have known it, if there had been.

Ebenezer Barker, called by Captain Hull, testified as follows:

Question by Captain Hull. Did, or did not, Ebenezer Jackson paint a couple of rooms and a floor for your father? If so, state when it was, and the facts relative to it,

A. He painted a room, but witness never knew that he painted a floor; witness and his brother painted two floors for their father; witness don't know where the paints came from for there; witness found them at the house.

Lewis Deblois, called by Capt. Hull, testified as follows:

Question by Capt. Hull. Will you examine the pay rolls of mechanicks in the Navy-Yard, kept from the 14th May, to the 24th June, 1816, and state by whom they were made, and who paid the workmen during that period?

A. The three pay-rolls exhibited, during this term, were made out by witness, and paid by witness, except that some one individual may have been paid by witness' steward, Mr. Wyman, deceased, with whom witness in such case, left the money for such persons; who these were, witness cannot say, nor can witness say there were any such persons. Fosdick had nothing to do with these rolls; these rolls were not signed in blank. It appears from these rolls, Daniel Leman's signature is first on two rolls, and last but one on the other.

Question by same. Did, or did not, Capt Hull complain to you, that you were two long in paying the men, that a good deal of their time was taken up in consequence of it; state the facts in relation to it?

A. He did; the reason was that the men spent time in examining the computation themselves, and in counting over their money.

Question by same. Did, or did not, Mr. Fosdick, from his knowledge of the men, and his being accustomed to the business, pay the men in fact much faster than you did, and did not Capt. Hull assent to his paying them on that account?

A. Fosdick did, as witness believes, pay the men off faster than witness; and witness believed at the time, and believes so now, that it was to save time of the men, that Captain Hull assented to Fosdick's paying them. Witness was very willing that Fosdick should do so, as he has before stated, because witness considered himself as paying for the Navy Agent; but witness did not mean to

say that he had any special authority from the Navy Agent, but he considered himself as paying them for him, and wished to get rid of the responsibility of receiving and paying over so much money.

Question by same. Was there any attempt made to supplant you in your office of Purser of the Yard, or any other person at any time, in favour of Fosdick, or any other person, either by Capt. Hull, or any one else? If so, please to state it fully.

A. Never; witness never knew any instance of the kind; Capt. Hull was kind and friendly to witness.

Question by same. When did you first hear of such a suggestion, and from whom? Please to state.

A. It was early in the present year, and from Lieut. Abbot. He asked witness if it was not so, and witness told him no, it was not so, to witness' knowledge; witness had no reason to suspect it. Witness thinks he said so to Mr. Abbot.

Question by the Court. Did you settle the accounts of Lieut. Percival in the month of September, 1818, and pay him the balance due him? If yea, state the precise day when you made such payment, and whether the account of Lieut. Percival was at that time approved by Capt. Hull or not?

A. Witness paid the balance after the approval of Capt. Hull; part was paid in August, but for want of funds, the rest was paid on the 5th September, 1818.

Caleb Peirce, called by Capt. Hull, testified as follows:

Question by Captain Hull. Was there any work done upon the Woodward land, after August, 1816, and before August, 1817?

A. In April, 1817, fences and buildings were removed. It was then understood to be sold to Government, the line was drawn separating the part taken for Government.

Being asked to state particularly what work was done, witness says part of a cellar the kitchen stood on was filled up. Three holes were filled. The ground was generally raised from one to two feet; a drain laid. The fence between the Yard and the Woodward estate, and between the estate and street, were removed to the new line of the Yard. The guard-house at the gate was removed; the house the gunner occupies, was removed; an old house formerly improved by Keating and Walton, was torn down; all the work to put the new part of the Yard in order was then done between the 1st April, 1817, and 1st July, following.

Question by same Did Capt. Hull ever complain to you of the price at which nails were charged to the Government? If so, state when it was, and the circumstances relative to it.

A. He has complained of an account of Samuel Clark's for nails furnished for the old ship house; that the charges were too high for these, which were 4*d.* cut nails, 6*d.* 8*d.* and 10*d.* wrought nails. Capt. Hull directed Mr. Fosdick to ascertain the price, and have the bill corrected; witness does not know if this was done or not; Capt. Hull used often to ask witness if such articles and

other hardware, such as witness was in the habit of using, were charged at proper prices.

Question by same. Did you ever say to Harrison Wingate, in relation to men's working out of the Yard, or directing them to work for Capt. Hull, or in any thing relating to his buildings, that, if called into Court to give testimony, you should not know what to say, or any thing to this effect?

A. Witness never said so to Wingate, or any other person as witness recollects, and witness never had any reason for saying so.

Question by Court. Did Ebenezer Jackson ever paint any part of a house occupied by you? If yea, from whence did he obtainthe materials, and by whom was he paid for the same, and for his labour?

A. Witness is positive he never did paint any part of a house for witness; he yellow washed a kitchen, and one or two upper chambers—witness assisting; it was done in the evening by candlelight. Jackson went out to get the yellow ochre, saying he was going to his father's shop for it; witness prepared the glue while he was gone. When Jackson brought in the yellow ochre, it was so late in the evening he could not have got it from the Yard at that time. Mr. Harris, of Charlestown, painted for witness one chamber floor, and the stairs and entry floor, and three rooms in witness' house, and Jackson yellow washed as before stated. After this painting was done, witness paid Jackson for his labour and stock.

Question by same. Has Jackson been at your house lately, and did he say any thing on the subject of his testimony he was going to give to the Court? *A.* He has not.

Question by same. Was or was not Major Gibbs very angry with Capt. Hull, and prejudiced against him; and if so, do you know the reason of it?

A. Witness has often heard him complain of Capt. Hull, for not having a window made in the westerly side of his office, towards the street.

Henry Tolman, called by Capt. Hull, testified as follows:

Question by Captain Hull. Was or was not Major Gibbs much prejudiced against Capt. Hull; if so, what was the occasion of it?

A Witness has heard him speak against Captain Hull; the reason appeared to be, that he could not have a window opened in his office upon the street; he said he thought it damned ungrateful in Captain Hull, he would not let him have it done.

Question. Did you ever direct Ebenezer Jackson to do any painting for Josiah Barker, or Caleb Peirce? If yea, was he paid for the same time by the United States; and did he take any public materials for these purposes from the Yard, by your orders?

A. Witness thinks he did some for Mr. Barker; but where he got his paint witness does not know; whether witness told him to go or not, witness does not recollect; witness has no doubt Jackson's name was taken from the rolls when he did this work; witness did not direct him to take paints; witness had no concern

with this painting, whatever it was. As to painting for Mr. Peirce, witness don't know that Jackson ever did any for him.

Question by Captain Hull. Can you tell whether you employed William G. Fullick to paint upon Captain Hull's ten foot building in the summer of 1820? If so, did you work with him, and supply him with the paint? If not, who did work with him and supply him with paints, and where were you at work that time, and who was with you? Was any public paint kept outside of the Yard at that time?

A. Witness did so employ Fullick; witness did not work with him; witness did not supply him with the paint; Mr. Hoppin worked with him, and supplied him with paints; witness was at work on board the Independence. Elnathan Holmes was with witness; there was no public paint kept out of the Yard at that time—it was not moved from the Yard till after the first week in August.

Question. Did you ever take or receive from the smith's shop in the Navy-Yard, any iron work for a gate? If yea, how did you obtain it, and was it public or private property?

A. Witness never did; witness carried a brace that witness wanted, to have cut off about 20 inches or two feet; this brace belonged to the gate of witness' house; it was cut off and bent in the Navy-Yard shop; the piece cut off was left in the shop, worth more than the work done.

The Court adjourned to half past nine o'clock A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 19TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

William Hoppin, called by Captain Hull, and testified as follows:

Question by Captain Hull. Did you deliver any paints to William G. Fullick, to paint Captain Hull's houses, or for any other person's use? If yea, when and for what use?

A. Witness did deliver to William G. Fullick, some white lead, mixed with a little blue and yellow, for inside colour, to paint Captain Hull's ten-foot buildings, near the western gate of the Yard; witness brought this from Boston, from Messrs. Park & Tolman's shop, and put it into a house, near the house where it was used by Fullick and by witness; whether Fullick knew witness brought this from Boston, or not, he can't say; Fullick worked on the inside of the house with witness; Mr. Hammond and Mr. Bacon, worked on the same house on the outside.

Doctor George Bates, called on the part of Government, and testified as follows:

Question by Court. When stores or provisions which have been deposited in this Yard, are directed by the Navy-Department, to be transported to any other Yard or station, from whom do you receive your instructions, in relation to their transportation, and in what manner is the freight or carriage of such stores or provisions obtained.

A. Witness receives his instructions from the commandant of the Yard, sometimes verbal, and sometimes written; by having with these, a copy of the original letter, directing the transportation; these instructions, are merely an order to carry into execution the original direction. Witness ascertains by advertisement or otherwise, the best vessel, and the lowest freight, he has been able to obtain, and make reports thereof, to the commandant of the Yard; witness thinks that in almost every instance, he makes no bargain without thus reporting the freight and taking his directions; witness has not always obtained the offers of freight in writing, and has not been sensible of the propriety of obtaining such offers in writing, till now.

Question. Have you lately made any shipment of provisions to Baltimore, for the United States? If yea, state the price you agreed to pay for the same; whether you had any offer from persons to transport it at a less price? And if yea, your reasons for not accepting the same?

A. Witness lately shipped 310 barrels of beef; on the 8th of August the present year, Captain Hull, handed to witness the following letter:

Navy Commissioners' Office, 3rd August, 1822.

SIR: You will ship to Baltimore, by the first good opportunity, 310 barrels of beef, in perfect shipping order, to be delivered to the order of James Beatty, Esq. It is intended to send this beef to Valparaiso, by a vessel about sailing from Baltimore; you will therefore be pleased to lose no opportunity in shipping it. I am, sir, respectfully, your most obedient, D. PORTER, *N. C.*

Captain ISAAC HULL, *Boston.*

And directed witness to have the beef coopered with iron hoops on the heads, and put in complete order; and to obtain a vessel to transport it immediately; the barrels were coopered accordingly; witness applied to Stanton, Fisk & Nichols, agents and owners of the regular line of packets to Baltimore; one packet only, the Schooner Leander, was then in port; they demanded thirty cents per barrel freight, receiving the beef along side; the beef to be sent to the vessel; the transportation to Boston, witness ascertained, would cost twelve cents additional; eight cents per barrel for truckage, and four cents for wharfage. Witness next applied to Mr. Joseph Field owner of the brig Federal George, then unlading; he said he would take it at thirty cents a barrel, and the vessel would sail in about ten days, and the vessel would come over to the Navy-Yard for it. Witness next applied to Captain Luther Hall, of the Schooner Morgiana; which vessel witness understood from him he had taken on shares from Mr. Humphries, the owner; he said he would take the beef at forty cents a barrel, at the Navy-Yard, and sail immediately for Baltimore. Witness then applied to Perez Bryant's office; his clerk said he would enquire, and let witness know; witness called again, and was told by the clerk, that he did not know of any vessel that was going at that time. These applications were all made on the 8th of August; on the 9th, witness made additional applications to various merchants in trade, but got no

information ; witness considered the order imperative, as appears by the orders, and went on board Stanton, Fisk & Nichols' vessel, the Leander, told the Captain, Nickerson, that witness thought he would send the beef by him, if he would sail the next day ; he stated that he was then so full of mackarel at thirty cents a barrel, that he could not take the beef, unless part of it could go on deck ; witness told him that would not do ; witness thought it improper, that any provisions should go on deck, exposed to the sun, the liquor would expand and burst the barrels, and this was intended for a long voyage, and it was important it should go in the best order ; ascertaining that witness could not ship the beef at less than forty cents, to go immediately. witness informed Captain Hull of the schooner Morgiana, that if he would haul over to the Yard on Sunday the 11th of August, so as to take the beef on board, and sail immediately, he should have it ; he accepted the offer, hauled over, took the beef, and sailed from the Yard on Monday night the 12th, and witness presumes he cleared out the next day, and sailed for Baltimore ; witness tried to beat him down, offering him at first thirty cents, and afterwards thirty-five cents, and stated that he had shipped beef at twenty-eight cents ; that if he was obliged to wait till the southern vessels came in, he should not give more than twenty-five cents ; still Captain Hall demanded forty cents, and stated that the beef did not fill his vessel, she would have carried five or six hundred barrels, and he should not have ary more freight, as he was obliged to sail immediately ; witness mentioned these particulars in part, to Captain Hull ; he did not disapprove of witness' proceedings.

Question. Whose duty is it to attend to the transportation of stores, provisions, &c. from one Yard and station to another ?

A. The Naval store keepers, under the 10th article of the rules and regulations governing the Naval store keeper, which states that he shall have the charge of transporting Naval stores, from one Navy-Yard or station, to another. This article is as follows, viz : "10th. He (the Naval store keeper,) shall issue all stores, conformably to the rules and regulations of the service, and have the charge of their transportation from one district, yard, or dock, to another."

Question. In shipping provisions or stores from this Navy-Yard to any other Yard or station, do you, or do you not, consider yourself bound to receive the sanction of the commander of the Yard, previous to the completion of your engagement, for the freight of such stores or provisions.

A. As witness is bound in the penal sum of ten thousand dollars to Government, and is personally responsible for the exact performance of his duty, witness considers that he receives his orders from Captain Hull, and that is all ; witness is responsible to Government, and witness acts upon that responsibility, and although witness considers it proper, to apprise the commandant of the Yard, of all his proceedings, in the discharge of his duties, yet does not

consider himself legally bound to receive his sanction; yet if Captain Hull, should think differently from witness, witness would rather act according to his advice and direction, than his own; witness has no recollection of having shipped provisions at any time, without Captain Hull's previous knowledge of the vessel and freight.

Question by Captain Hull. At the time you shipped the beef on board the Morgiana, did you know who were the owners of the vessel?

A. Witness understood at the time, that this vessel was owned by Benjamin Humphries, and did not know that any other person was concerned.

John Hovey, of Charlestown, a brick layer, called by Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Have you ever been employed by Captain Hull, to do any mason work on houses belonging to Captain Hull? If yea, where were you directed to procure the iron work for such houses?

A. Witness has done all his mason's work; witness was directed to procure the iron work, all at Mr. Tapley's blacksmith's shop, and no where else.

Question by same. Did you procure any mantle bars at the United States' blacksmith shop, out side of the Yard? If so, where did you carry them, and what did you do with them.

A. Witness did; and they were all set in the public buildings in the Yard. Being asked if he ever took any iron work from that shop for Capt. Hull's use, witness says he never did; witness brought from the Woodward house, belonging to Capt. Hull, some mantle bars and crane eyes, which had been taken from the old chimneys of that house, and put them on one side in the blacksmith's shop in the Yard, and the same were taken away again to Capt. Hull's house; some of the bars may have been cut off in this shop by witness or others, but no other iron was taken to witness' knowledge, from the Yard for Capt. Hull's use.

Question by same. Did you ever carry any brick or stones from the Navy-Yard to use on Capt. Hull's houses? If so, state when, and what articles you thus carried out. *A.* No; no kind.

Question by same. Do you know if either of Capt Hull's houses have stone steps; if so, which of them, and do you know where they came from, and do you know any thing of some flat stones over the well between his house and Mr. Barker's; and, if so, where they came from?

A. The brick house has steps made of junk stone, not hammered stone, and this was procured from Weymouth. Witness laid the flat stones over the well; they came from Weymouth; witness purchased them for Capt. Hull, and knows that he paid for them.

Lewis Deblois, examined again, testified that the Accountant's letter to witness, dated the 3rd September, 1813, was received about the 8th of September, and witness paid the money to Lieut. Perci-

val, on the 10th of September. This letter witness has not at hand, it is mislaid; witness says that the receipt was probably dated on the 15th of September, because the account was made up to that time; the receipt was written as of that day. It is very common to write the receipt when the account is stated, and to put the date of the time to which the account is made up, although the money be not paid until afterwards. It appears to witness that the account was approved by Capt. Hull after the Accountant's letter above mentioned was received by witness, between the 8th and 10th of September, 1818 The letter of the Accountant stated that, if Capt. Hull approved the account of Lieut. Percival, witness as purser might pay it. This letter was of like tenor, as that to Lt. Percival, which he shewed to witness; witness is positive that witness did not pay the whole amount to Lieut. Percival until after receipt of this letter, and Capt. Hull's approval; witness has every reason to believe that Capt. Hull did not approve this account until after witness' receipt of this letter from the Accountant.

Lieutenant Abbot, called by Capt. Hull, testified as follows:

Question by Captain Hull. Have you at any time had splendid offers made you, if you would retract and acknowledge that you had injured Capt. Hull, and certain great men? If yes, by whom were those offers made, at what time, and what were the offers thus made to you? State particularly.

A. Witness has had no offers made to him, only what has been made to him anonymously in writing; witness has not them with him, there were two anonymous letters, which are at Boston; witness received one of them when witness first came to report himself as a witness to this Court, and the other the next day; witness has not received any other anonymous letters to this effect; witness will produce these letters.

Question by Captain Hull Have you or not been urged to bring forward the state of the Macedonian frigate against Capt. Hull? If so, by whom have you been thus urged?

A. Witness can't say that he has been urged to do it; witness has received an anonymous letter on the subject, but witness paid no regard to it; witness won't be sure that he has not received two letters on the subject; witness has one by him, which witness will produce.

Question by same. Did you show the anonymous letters making the offers to you above mentioned? If so, to whom did you show them?

A. Witness has showed them to several persons at the dinner table where witness boards, but cannot state their names; witness can mention only one person who is a student at law in Mr. James T. Austin's office, to whom he showed them; he boards where witness does. Witness also showed the first one he received to Mr. Austin, as he now recollects; witness may have shown them to many others; witness has latterly made no secret of them; he did not shew them at first, but latterly he has showed them to many, and is willing to show them to any person.

Question by same. Have you at any time stated that you had had splendid offers made you, if you would retract and acknowledge that you had injured Captain Hull and certain great men, without referring to, or speaking of, the letters at the same time? If so, to what person or persons did you make this statement, and at what time?

A. No; witness has no recollection of any conversation with any body except when speaking of the letters; witness does not believe that he ever did, unless witness was speaking about the anonymous letter. Witness said something to Lieutenant Newcomb about offers being made to witness in letters; witness and he were talking about anonymous letters; witness mentioned to him the one he had received about the Macedonian. Witness had no allusion in his conversation with Lieutenant Newcomb, but to these letters, and witness thinks he so expressed himself, as to lead him to understand these offers were made in anonymous letters. This conversation was a few days since at the outer reading room door in Boston.

Question by same. In what month, and on what day of the month, did your wife die; and what was her disorder called?

A. The 15th of April, 1821; she had been very unwell previous to her confinement, which was the 24th of February, and continued so afterwards, till her decease. Her disorder was called a slow nervous fever; surgeon Prescott said she had this before her confinement; witness did not hear it said that she died of a child-bed fever.

Question by same. Why did you think it was due to your character that Captain Hull should make some sacrifice, when you wished him to leave this Navy-Yard?

A. Witness had made representations to the Navy Department, and witness thought that it was due to his character, that some thing should be done.

Question by same. How was your character to be advantageously affected by Captain Hull's removal, if the cause of it was to be kept secret?

A. Mr. Percival wished witness to keep it secret; witness told him that he had no disposition to talk about it; witness should mention it only to two persons: witness says he meant to mention it to Captain Porter. It does not occur to witness at this moment how his character should be benefitted by such a sacrifice.

Question by same. Did you write a letter to the Secretary of the Navy, while at the Springs, in the summer of 1821, on the subject of copper at the Navy-Yard, Charlestown, stating that there had been improper management with it, and if surveyed, it would be found to fall short of the proper quantity; and did you afterwards destroy the letter without sending it? *A.* Witness did so

Jacob Pearson, of Charlestown, clerk of the Navy Storekeeper in the Yard, was sworn, and testified as follows:

Question by Captain Hull. Did Mr. Keating ever show you a leaf of his muster book, and direct your attention to an erasure

therein? If so, when was it; who was present; and in what place were you thus shown it?

A. Witness recollects that in January, 1820, Keating did so, and asked witness if witness could see an erasure, observing that he could not see it, not having his spectacles. Mr. Tolman was there, and Mr Keating was directing his discourse to him. Mr. Keating also showed it to witness before that time, but in the same month; then witness was alone. It was thus shown in Mr. Keating's office; it was just before Mr. Fosdick left the Yard. Witness told Keating he saw the erasure where the paper was thin; witness told Keating he did not think any person would make the erasure wrongfully, and witness did not believe it had been so done.

Shadrack Varney, called again, and testified as follows:

Question. Did you ever direct a man by the name of Carlisle, or other person, to make, or know of his or any other person's having made, out of public materials, for the private use of any person, a garden fork, some carpet rods, some rods for cellar windows, an iron oven door and frame, and an iron gate bar eight or ten feet long? If yea, for whom were they made, and were they appropriated to his or any other person's private use?

A. Witness did not direct Carlisle to make a garden fork out of public materials, for the private use of any one; witness says that last summer a garden fork was taken from the shop for his own use, for two hours; this is the only one witness used belonging to the public, and this had been left at the shop to be mended, and the person who brought it did not come for it as soon as it was done, and witness used it as above mentioned; witness says it was taken to witness' garden by one of witness' apprentices, Joslyn or Rice, witness can't say which; the fork was afterwards returned, and is now in the Yard, and is considered public property. As to the iron carpet rods, witness bought about four pounds of iron wire, and cut them into carpet rods; the iron wire never belonged to Government. As to the window rods, witness had some iron rods of Mr Payson Perrin, of which witness made these, in the blacksmith's shop; this iron, also, never belonged to Government.—Witness had a small iron oven door made in the Yard, by a man by the name of Remick, of sheet iron, it was 14 by 9, and the sheet iron belonged to Government; the frame also was made in the Yard, by the same man; the iron for this was public property, but was made out of working hours; the value of these was from fifty cents to one dollar. As to the iron gate bar for Mr. Tolman, witness directed Carlisle to alter such a bar. It was about ten minutes work, and the piece cut off from it and left in the shop, would more than pay for the work. Captain Hull knew nothing of this.

Question. Have you, at any time, and when, had any conversation with George Carlisle upon the subject of the testimony he had given, or might be called upon to give, before this Court? If yea, state the same particularly.

A. Witness says he met Carlisle on Tapley's wharf, it was prior he had been examined before this Court. Witness said to him, you know a good deal about Navy-Yard affairs; he said, there were two or three bars cut off, and he thought they were for Captain Hull's houses: witness asked him if witness was in the shop when it was done; he said witness was not; witness then said, well, if you know it was so, you will swear to it, and he went away; this is all that was said. Being asked if witness used any threat towards Carlisle, witness said he did not; witness knew or believed that Carlisle knew of nothing wrong in the Yard.

Question. For what reason did Carlisle leave the Yard; was he or not discharged? If yes, state the cause.

A. He was discharged in June or July, 1821, because he could not do his work; he was neither workman, nor able bodied man enough to do it.

Question by same. Do you, or do you not, know that Captain Hull had a number of pair of hinges, which came off of his buildings, that were brought into the blacksmith's shop for safe keeping? If so, state what became of them.

A. There were five or six pair, of which two pair were used in the Yard, and three or four pair were delivered to Harrison Wingate, Captain Hull's carpenter, for Captain Hull's house.

James Bogman, Gunner, came in, and desired to correct his testimony, given on the 3d of September; where it is recorded that witness had no reason for suspecting the copper bolts to be United States copper, but because Hill worked among the copper in the Yard; witness says he suspected it from the circumstance, that he found among it, a spike with the mark usually on the Navy-Yard spikes, and from its appearance and size, and before he heard that Hill had left the Yard; Hill ran away from the Yard while witness was gone over to Boston.

Licutenant John Percival, called by Captain Hull, testified as follows:

Question. Will you state the items of your private account with Captain Hull, to which he objected, and which constitute the sum of $ 126, or thereabouts? *A.* The following are the items:

George Murdock's bill for Groceries, prior to sailing for England,	$ 52 28
William Hall's bill for Surtout and Pantaloons,	31 00
Cash paid for Chaise hire,	17 65
Expenses at New-York, and travelling expenses from New-York to Boston,	25 89½
	$ 126 82½

Witness says, that when he testified before, that the sum due was $ 125 83 cents, he did so from recollection; the above is the true sum, as he finds by reference to his accounts kept at the time.

Question by same. Had you money in your hands belonging to Captain Hull, at the time he objected to your private account against him? State the particulars relative to it.

A. Witness had; witness had charged the above items in account, and when these were disallowed, witness refunded the amount as he has before stated, sending it to Captain Hull by Mr. Waldo

Question by same. On what day did Mr Deblois pay you the balance of your account; how much was the balance then received by you; had Captain Hull at that time approved of your account; on what day did he approve of your account, and did he, or not, approve it, until you had received a letter from the Accountant of the Treasury.

A. It was on the 10th of September, 1813; $588 dollars were due at that time, and was then received by witness; Captain Hull approved the account the day before; witness is positive that Captain Hull did not approve it, until witness had received and shown to him the letter witness received from the 4th Auditor, given in witness' former answer.

Witness having been requested, on a former examination, to produce the paper which witness had written, pursuant to Lieutenant Abbot's dictations, on the morning of the 5th of February, as before stated—now produces it, and it is as follows:

"I am willing to withdraw my charges against Captain Hull, by his quitting the station, which he can undoubtedly do, by effecting an exchange with Com. Bainbridge. But it is to be understood, that he is not to arrest me, or try to have me arrested; if he does it, it is further understood that I am to be considered in the same situation as I now am, and as if nothing had transpired; but application must be made for this exchange before to-morrow twelve o'clock, and I be informed of the same, or it will be out of my power to have any thing to say in it."

Amos Binney, Navy-Agent, called by Captain Hull, testified as follows:

Question by Captain Hull. Was Major Gibbs much prejudiced against Captain Hull, and what has he said to you on the subject?

A. Witness thought Major Gibbs had imbibed a prejudice against Captain Hull, because Major Gibbs stated to witness, that he was keeping a memorandum of things done at the Woodward estate, which would one day appear against Captain Hull, which memorandum has since been published; but witness did not believe Major Gibbs kept it, till he saw it published, and not believing it, did not communicate this to Captain Hull; witness did not believe any officer capable of keeping such a memorandum; Major Gibbs also stated, that Captain Hull kept him cooped up in a little room, where he could have neither light nor air; witness knew at the same time he had as good a room as witness had for a counting room.

The following persons, who had been summoned as witnesses, were called, and did not appear: Briggs Bennet, Aaron Hadley, Nath'l Turner, Mameluke Hays, Jonathan Pearson, and one Sawyer, to whom summonses had been issued, were not found by the Deputy Marshal Sawyer's evidence being made unnecessary by the testimony of Ebenezer Leman, was not summoned again.

Lieutenant Abbot came in with the anonymous letters, which are annexed. Being asked if he knows or has any reason to suspect who are the authors of them, he says he don't know who wrote them; from reports witness has heard, witness supposes that Lieutenant Percival may have caused the two signed Dacres to be written.

Question by Captain Hull. What person communicated the reports to you, and when was it?

A. Witness says he does not feel himself bound to mention the name of such person.

Lieutenant John Percival, called by the Court, testified as follows:

Question. The anonymous letters handed to the Court by Lieutenant Abbot, signed Dacres, and which he supposed might have been written by Lieutenant Percival, or at his suggestion, being shown to Lieutenant Percival, he was asked if he knew by whom they were written; Lieutenant Percival says he does not know by whom they were written, and witness had no knowledge of their existence until this day.

The Court adjourned to Friday, half past 9 o'clock, A. M.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 20TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Robert Knox, Sailing Master, was called by Captain Hull, and testified as follows:

Question by Captain Hull. Have you examined the memoranda said to be kept by Major Gibbs, and do you recollect the most of the work therein described? and if so, when was it done?

A. Witness has examined a copy of the memoranda referred to; all the work therein mentioned, as witness thinks, was done on that part of the Woodward estate which is now included, and was then taken into the limits of the Yard. Witness having taken time to examine said copy, says that, having now further examined the said copy, he has a perfect recollection that all the work done by the men of the Yard, and the oxen of the Yard which is therein described, was done within the limits of the Yard, as before in this answer is stated, or for public use.

Question by same. Were you well acquainted with Major Gibbs, and was he, or was he not, a man of violent prejudices? Do you know whether or not he was prejudicial against Captain Hull, and for what cause? Please to state,

A. Witness knew Major Gibbs very well; was in this Yard with him five or six years. He was violent in his prejudices, and witness knows he was prejudiced against Captain Hull. He was very violent in his anger against Captain Hull, for not allowing him to cut out a window in his office; witness has often heard him express himself violently on this subject, and has often heard him speak angrily of Captain Hull. He used to think himself entitled to some

degree of attention, in consequence of his being in the revolutionary war.

John D. Sloat, Lieutenant in the United States' Navy, called by Captain Hull, was sworn, and testified as follows :

Question by Captain Hull. Were you in Portsmouth in the year 1821, and did you see Lieutenant Abbot ; did you hear any conversation between him and Lieutenant Berry, or see them together ; or did you have any conversation with Lieutenant Abbot yourself? If so, what was it ?

A. Witness saw Lieutenant Abbot there some time in 1821, cannot say what part of the year, certainly thinks it was in the winter. Witness has no recollection of any conversation between him and Lieutenant Berry, or of having seen him and Mr, Abbot together; witness had some conversation with him, but very little. Lieutenant Abbot said that Captain Hull had taken away from the officers in this Yard their chamber money, and yet required them to do duty ; that he had written to the Department directly on this subject, and Captain Hull had blown him up, or reprimanded him, for not sending his letter through him, or writing without his leave ; this was the amount of it. Witness had before that time no acquaintance with Lieutenant Abbot, and very slight acquaintance with him since.

John A. Bates, called by Captain Hull, testified as follows :

Question by Captain Hull. Have you and Mr. Parmenter examined all the pay rolls from the time Mr. Fosdick commenced paying the mechanicks, &c. in the year 1816, until the time he left the Yard in 1820, with the view of ascertaining whether Daniel Leman had signed any of them or not, and to what rolls did you find his name signed ? and did you find the name of Joseph Gould signed to any others than those which Daniel Leman had signed ?

A Witness and Mr. Parmenter have so examined the rolls, they found Daniel Leman's name signed only to three pay rolls, viz : one, including the period from the 14th, to 27th May, 1816 ; another from 28th May, to 10th June, 1816 ; third, from the 11th to 24th June, 1816. These rolls were produced, and are the same produced in the second examination of Mr. Deblois, and are in his hand writing ; Joseph Gould's name was signed to several others in the time when Mr. Fosdick kept and paid off the rolls.

Question by same. Did you, in the course of your examination of the pay-rolls with Mr. Parmenter, in 1821, find any of the rolls or parts of rolls correctly kept by Fosdick ? Please to state the fact.

A. Witness says that he, with Mr. Parmenter, did find some of the rolls correctly kept by Fosdick ; the rolls of the blacksmiths were sometimes found correct ; they worked under cover, and were not so liable to lose time by bad weather, as other classes of mechanicks There was a separate sheet or roll kept for each object on which the mechanicks worked, as different vessels, &c. and

on some of these rolls the time of some men was found correct, on comparison with the muster book.

Captain Hull was asked, by direction of the Court, if he had any more evidence to offer; and he answered that he had not.

The following persons, who had been duly summoned as witnesses, were called, but did not appear, viz: Briggs Bennett, Aaron Hadley, Nathaniel Turner, Mameluke Hays.

The Judge Advocate read to the Court the following letter, from George Blake, Esq.

BOSTON, *September* 20, 1822.

To George Sullivan, Esq. Judge Advocate of the Court of Enquiry on Captain Hull, now in session at the Navy-Yard in Charlestown.

SIR: I have the honour to acknowledge the receipt of your note of the 5th instant, accompanied by the copy of an order of the Court, wherein it appears you were directed to request me to institute process before the Circuit Court of the United States, against a certain person by the name of William Keith, who, it seems, has been duly summoned to testify as a witness before said Court, relative to the subject matter under examination, but who has contumaciously refused obedience to such summons, to the end that the opinion and decision of the Honourable the Judges of said Court may be had upon the question, how far citizens, not belonging to the naval service, are bound to obey the summons of such a Court, when called to give their attendance as witnesses.

In answer to this communication, I would beg leave to remark, that I know of no process whereby the case alluded to can regularly be brought before either of the Judges, until the party refusing to attend as a witness, shall actually have been arrested by order of the Court of Enquiry, and committed for a contempt of its authority. In that event, if he should dispute the authority under which he was so restrained, he would, of course, make application to a Judge of the United States Court, in order, by *habeas corpus*, to bring the question to a legal adjudication.

It is proper for me to observe in conclusion, that the delay which has attended this reply to your communication, has been owing to my incessant engagements at the courts for several days past, and to this circumstance, moreover that both of the Judges of the Circuit Court were, until within a few days past, so much occupied with other business of their court, that I should probably have been unable, until very recently, to have drawn the attention of either of them to the subject in question. I am, sir, very respectfully, your most ob't servant,

GEORGE BLAKE, Esq.

Whereupon the Court was cleared.

The Court then took into consideration, whether this Court has the power or means of coercing the attendance of these witnesses, under the law of Congress, authorizing the ordering of Courts of Enquiry.

The Court requested the Judge Advocate to state his opinion on the question:

The Judge Advocate stated, as his opinion, that this Court has not the means of coercing the attendance of citizens who are not in the naval service of the United States; and the persons summoned as aforesaid, not being in the naval service of the United States, the Judge Advocate is of opinion that no measures should be taken to coerce their attendance.

The Court hearing the opinion of the Judge Advocate, after mature deliberation, it appeared that, as the act of Congress does not

give express authority to the Court to compel the attendance of witnesses not in the naval service; and it being doubted whether such power could be assumed by necessary implication of the statute, and being unwilling to exercise such authority where any doubt existed, they decided they would take no further means respecting these witnesses.

It is moved, on the part of Captain Hull, that he be allowed until Monday the 30th instant, to procure the return of a commission sent to New-York, for the examination of sundry witnesses there and to enable him to look over the testimony taken by this Court, that he may make such remarks thereon as the nature of the case may seem to require of him. ISAAC HULL.

The Judge Advocate stated to the Court that he joined in the request for this time, in order to make up the record, preparatory to submission of the evidence to the consideration of the Court; this time being, in his opinion, necessary for that purpose. Whereupon the Court granted the time asked, and adjourned to Monday the 30th instant, half past 9 o'clock, A. M.

U. S. NAVY-YARD, CHARLESTOWN, SEPTEMBER 30TH, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

The Judge Advocate read the letter of the Secretary of the Navy, dated 18th September, 1822, authorizing a majority of the Court to proceed in the taking of evidence, if either of the members shall be unable to attend by reason of sickness, which letter is annexed.

The Judge Advocate read the answers of Judge Livingston, Mr. Tillotson, Mr. Ogden, and Mr. Chew, returned on the commission issued to take their answers to interrogatories hereunto annexed, which answers are as follows:

The Honourable Brockholst Livingston's Answer.

To the first Interrogatory. The deponent saith that he is acquainted with Isaac Hull, in this interrogatory mentioned; that he saw him in the city of New-York about the time in the same interrogatory mentioned.

To the second Interrogatory. He saith that he understood at that time from the said Isaac Hull, that he was then in pursuit of one Benjamin H. Fosdick, otherwise called Benjamin Richborn, who had defrauded the United States, as was then alleged by the said Isaac Hull, while employed at the Navy-Yard of the United States at Charlestown, in the Commonwealth of Massachusetts, where the said Isaac Hull then commanded, [of] a very considerable sum of money.

To the third Interrogatory. The deponent saith that the said Capt Hull applied to him on the business aforesaid, in his official capacity as an Associate Justice of the Supreme Court of the United States; that the object of such application on the part of the said Isaac Hull, was to obtain from this deponent an injunction to prevent the alienation of certain property, in which the said Isaac Hull alleged that the said Fosdick had invested part of the money of which it was said he had defrauded the United States as aforesaid; but the deponent not having access, at present, to his office or papers, cannot say with certainty what was done by this deponent on such application.

To the fourth Interrogatory. The deponent saith that he never had any reason to suspect or think, nor did he ever entertain the most remote suspicion that the said Isaac Hull was secretly connected with the said Fosdick, or that he

had in any manner connived at the fraud which it was alleged that the said Fosdick had committed while at the Navy-Yard aforesaid.

To the fifth Interrogatory. The deponent saith that the said Isaac Hull did manifest at the time above mentioned a high sense of duty, and a very ardent, and, as this deponent then thought and still thinks, a very sincere and earnest desire to bring the said Fosdick to justice, and to secure the United States from any loss in consequence of the said Fosdick's misconduct as aforesaid, and that it appeared to this deponent that he put himself to very great trouble in the business, and no one, as far as this deponent could judge of his conduct, could have evinced greater solicitude and anxiety under the same circumstances.

To the last Interrogatory. This deponent saith that he knows of no other matter material to the said Isaac Hull to which he can depose, unless it be so to state that throughout the whole of the business, as far as the conduct of the said Isaac Hull fell under the observation of this deponent, he acted in every respect as became a vigilant, zealous, and faithful public officer. B. LIVINGSTON.

Sworn before

R. RIKER, *Recorder of the city of New-York.*

Robert Tillotson's Answer.

To the first Interrogatory. The deponent saith that he is acquainted with Isaac Hull in this interrogatory mentioned, that he saw him in the city of New-York about the time in the same interrogatory mentioned.

To the second Interrogatory. He saith that the said Isaac Hull applied to him, this deponent, for professional advice and assistance, in order to arrest the person of one Benjamin H. Fosdick, otherwise called Benjamin Hichborn, and also to prevent, by injunction, the transfer of personal property standing in the name of the said Hichborn in the Loan Office of the United States, and in several of the incorporated companies of the City of New-York, and also stock in the loans of this State.

To the third Interrogatory. This deponent saith that, to the best of his observation, the said Isaac Hull did evince both zeal and activity in endeavouring to recover the moneys alleged to have been fraudulently obtained by the said Fosdick or Hichborn, from the Government of the United States.

To the fourth Interrogatory. This deponent saith that great promptness and efficiency were indicated by Captain Hull in the execution of such measures as were deemed most adviseable to secure the Government from loss; but this deponent is unable to state what personal expenses the said Isaac Hull incurred, though much time was undoubtedly taken up in the prosecution of the same.

To the fifth Interrogatory. This deponent saith that, at the request of Captain Hull, this deponent instituted a suit in the name of the United States against the said Fosdick, by the name of Benjamin Hichborn, and also filed a bill of complaint in the Circuit Court of the United States, and obtained an injunction thereon restraining the transfer of certain stocks standing in the name of the said Hichborn in the Loan Office of the United States and in the following insurance companies, viz: the Ocean Insurance Company, the American Insurance Company, the Union Insurance Company, and the Pacific Insurance Company; also some stock in loans by authority of this State, as appears by deponent's register of the proceedings in said suits. That some days had elapsed when this deponent was informed by a person who was at that time a stranger to the deponent, that the said Fosdick, alias Hichborn, would be at his banker's in Wall-street at a certain hour; that this deponent accordingly apprised the Marshal of this District of the circumstance, who succeeded in arresting him at the place mentioned. That after his arrest he made an assignment of the said stocks, under the direction of Captain Hull, to some person in Boston, to whom the said stocks were, by power of attorney given by Hichborn to this deponent, transferred, to secure the debt of the United States.

To the sixth Interrogatory. This deponent saith that he saw nothing in the conduct of Captain Hull that could in the remotest degree lead him to believe

or suspect, that he was in any way concerned or privy to the alleged fraud of the said Fosdick.

To the seventh Interrogatory. This deponent saith that Captain Hull did undoubtedly, by his vigilance and promptness, conduce much to the recovery of the said debt.

To the eighth Interrogatory. This deponent saith that Captain Hull did, in the judgment of this deponent, manifest a strong desire to protect the public interest.

To the ninth Interrogatory. The deponent answers in the negative.

ROB. TILLOTSON.

Sworn to before

R. RIKER, *Recorder of the city of New-York.*

David B. Ogden's Answer.

First Interrogatory. In answer to the first Interrogatory—this deponent saith, that he does know Captain Isaac Hull of the United States Navy, and that he saw him in the city of New-York, in the latter part of January, or very early in February, in the year of our Lord, one thousand eight hundred and twenty one.

Second Interrogatory. In answer to the second Interrogatory—this deponent saith, that shortly after the arrival of Captain Hull in the city of New-York at that time, and this deponent believes within an hour of his arrival, he, this deponent was called upon by a gentleman, and informed that Captain Hull wished to see this deponent at Bunker's hotel in Wall-street, immediately, upon some important business; that this deponent thereupon called without delay at Bunker's, and there found Captain Hull, who then informed the deponent of the discovery which he had made, that one Fosdick or Hichborn, (the christian name this deponent cannot recollect,) who had been employed at the Navy-Yard at Boston, had embezzled a considerable sum of public money; that he was informed and believed that he was in or about this city, and that he had invested in different stocks here, considerable sums of money; all, or a great part of which, he believed were public moneys; that he had sent for me to advise with me, as to the proper measures for him to pursue in the business, and that he had sent for, in preference to calling upon me, because he was afraid that Fosdick might see him, or hear of his being in town, and take the alarm, and make his escape; that this deponent advised the said Captain Hull, in the first place, to find out through the Broker, who did Fosdick's business, or in some other way, what stock he had invested moneys in; to apply to the Attorney General of the United States for this District, who would immediately issue a writ for the arrest of Fosdick, and file a bill in equity, and procure an injunction to prevent a transfer of the stock standing in his name, upon the ground that it was purchased with the moneys of the United States, and must therefore be considered as their property.

Third Interrogatory. In answer to the third Interrogatory—this deponent saith the said Isaac Hull did, in the opinion of this deponent, evince great zeal and activity in endeavouring to recover the moneys which had been fraudulently obtained by Fosdick from the Government; that the next morning after this deponent first saw the said Isaac Hull, as stated in the last interrogatory, he called at the office of this deponent, and informed him that he had found out where some investments of moneys had been made by the said Fosdick, and that he had also found that Fosdick himself was somewhere in New-Jersey; that this deponent thereupon accompanied the said Hull to the different offices in the stock of which Fosdick had invested moneys, and informed them of his fraudulent conduct, and begged them not to permit any transfer of the stock standing in his name until an injunction would be served on them, to restrain them from permitting any such transfer; and this deponent says that to his knowledge the said Isaac Hull was extremely active in endeavouring to procure the arrest of Fosdick upon a writ which had been issued against him at the suit of the United States.

Fourth Interrogatory. In answer to the fourth Interrogatory—this deponent

saith that in his opinion Captain Hull was very prompt and efficient in the execution of every measure which was thought proper and advisable to secure the Government from any loss in that business, and that he must have been at considerable expense, how much this deponent is ignorant, except that he paid this deponent a counsel fee in the case.

Fifth. In answer to the fifth Interrogatory—this deponent cannot answer further than he has already answered to the third Interrogatory, except that the District Attorney of the United States filed a bill in equity against Fosdick, upon which this deponent believes an injunction to prevent the transfer of the stock herein before mentioned was allowed by Judge Livingston, and that the said District Attorney also issued a writ for the arrest of Fosdick, in a suit brought in the name of the United States.

Sixth Interrogatory. In answer to the sixth Interrogatory—this deponent saith that he did not witness any thing in the conduct of Captain Hull throughout the whole of the transaction alluded to in this interrogatory, which led this deponent to believe or suspect that Captain Hull was in any way implicated in or privy to the frauds committed by Fosdick; on the contrary, this deponent then believed, and still does believe, that the said Hull was indignant at the fraudulent conduct of Fosdick, and was resolved to use every effort in his power to expose him, and to save the Government from loss.

Seventh Interrogatory. In answer to the seventh Interrogatory—this deponent saith that it is now, and always has been his opinion, that the prompt and vigilant conduct of Captain Hull, and the vigorous measures pursued by him, had been the means of saving the Government the moneys which had been fraudulently taken by Fosdick.

Eighth Interrogatory. In answer to the eighth Interrogatory—this deponent saith that in his judgment Captain Hull did manifest a strong desire to protect the public interest, and a high sense of the duties which were imposed upon him by this unfortunate business, and a firm and fixed determination faithfully to discharge those duties, with a single eye to secure the Government against loss.

Ninth Interrogatory In answer to the ninth Interrogatory—this deponent saith that he does not know of any other matter or thing touching the matters in question which have not been already deposed to by him in answer to the former interrogatories, and which can be material. DAVID B. OGDEN.

Sworn before

R. RIKER, *Recorder of the City of New-York.*

Thomas I. Chew's Answer.

To the first Interrogatory. I am well acquainted with Isaac Hull, Esqr. a Captain in the United States Navy, and did see him at the place and time named, and understood from him that his only business was to apprehend Benjamin H. Fosdick, alias Benjamin Hichborn.

To the second. I did understand that Captain Hull was in pursuit of Benjamen H. Fosdick, alias Benjamin Hichborn, with the intent to arrest him for an alleged fraud on the Government of the United States, committed by him, said Fosdick, while attached to the Navy-Yard at Charlestown, Massachusetts, of which said Hull was commander.

To the third. The said Captain Hull did, in my opinion, take the most prompt and efficient measures to arrest the person and secure the property of the said Fosdick; he did engage me to assist, and I did assist him, in endeavouring to discover the residence of said Fosdick, in order to procure his arrest.

To the fourth. The said Captain Hull was indefatigable in his exertions to secure the Government of the United States from loss in this business, and it was, in my opinion, in consequence of his vigilance, promptitude, and persevering diligence, that said Fosdick was arrested, and, (as I have understood,) a large amount of property obtained from him.

To the fifth. I do not know, nor have I any reason to believe or to suspect, that Captain Hull was secretly connected with said Fosdick, or connived at the frauds committed by him while in the Navy-Yard at Charlestown.

To the sixth. Captain Hull did evince in his conduct a high sense of duty, and an ardent and continued desire to preserve the United States from injury in this business, as far as in him lay.

To the seventh. At the instance of Captain Hull, I engaged Joseph Watson, Esqr. then Acting Chaplain of the U. S. ship Washington, to whom the person of Fosdick was known, to assist in discovering him; that said Watson and myself passed much of our time for several days, in such parts of the city of New-York as we thought would be most likely to meet him in; and in the event of discovering him, our instructions from Captain Hull was to use such means as we should be able to command, to convey the intelligence to the District Attorney, the United States Marshal, or himself. T. I. CHEW.

Sworn before

R. RIKER, *Recorder of the city of New-York.*

Captain Hull represented that his remarks upon the evidence had not been completed, nor would be in readiness for submission thereof to the Court, until Wednesday next, the 2nd of October; whereupon the Court allowed him further time to prepare this, and proceeded to the reading of the whole record. The Judge Advocate accordingly commenced reading the same, and continued reading till past three of the clock; when the Court adjourned to half past 9 o'clock to-morrow, A M.

UNITED STATES' NAVY-YARD, CHARLESTOWN, OCTOBER 1ST, 1822.

The Court met according to adjournment; present, all the members, and the Judge Advocate.

The Judge Advocate continued the reading of record till after 3 o'clock.

The Court adjourned to half past nine o'clock, A. M. to-morrow.

UNITED STATES' NAVY-YARD, CHARLESTOWN, OCTOBER 2ND, 1822.

The Court met according to adjournment; present, all the members, and the Judge Advocate.

The Judge Advocate continued the reading of the record till finished.

The Court was opened, and Captain Hull appeared.

Amos Binney called again on the part of Captain Hull.

Question to Mr. Binney. Was the account of Doctor Eliot against the United States for medicines, furnished Captain Hull's family, allowed on settlement of your accounts with the fourth Auditor of the Treasury?

A. Yes it was, and without objection; it was allowed and settled as all others were, after passing a strict examination.

John Bubier, a Midshipman in the United States Navy, was called by Captain Hull, was sworn, and testified as follows:

Question by Captain Hull. Did you ever have any conversation with Lieutenant Abbot, at the time of his arrival at Marblehead, in the prize ship, the Marianna Flora? If yea, please to state it.

A. Mr Abbot called at witness' house, at the time mentioned, and asked witness if there had been any survey made at the Navy-

Yard; witness told him there had; Mr. Abbot asked if there had been any survey on the copper; witness replied, he did not know.

Question by same. Did you at that time say to Lieutenant Abbot, that the Devil was to pay at the Navy-Yard, about the copper, or words to that effect?

A Witness says he did not; witness is not in the habit of using such language.

Question by same. Did you at that time tell Lieutenant Abbot, that Gunner Bogman had come into the Yard one night, with a cutlass in his hand, and said that he had been hunting for copper, and had got a clue to a great deal more, than had been taken from the Yard, or words to that effect? Please to state.

A Witness says he did not so state; witness stated that Bogman had said to him one morning, that he, Bogman, had been over to Boston, to search for copper, and had found some, and had got a clue to more; and Bogman had a cutlass in his hand, at the time Bogman communicated this to witness; but witness says he did not see Bogman come into the Yard, and does not know whether he came into the Yard from such search, with a cutlass in his hand, or not; and witness is sure he did not tell Mr. Abbot that Bogman did come into the Yard with a cutlass in his hand.

Question by Captain Hull. Had you any conversation with Lieutenant Abbot, on the subject of the copper in the Yard? If yea, when and where, and what was this conversation?

A Witness had not; Lieutenant Abbot asked witness, if witness knew any thing about the copper, and witness said he did not; when witness told Lieutenant Abbot, about Bogman's search for copper as before stated, Lieutenant Abbot turned to Mr. George S. Blake, Midshipman, and said "this corroborates my statement to the Secretary of the Navy." He then stated what he had reported to the Secretary of the Navy, that if the copper should be weighed, it would be found to fall short of the proper quantity.

William Keating, called again by Capt. Hull, testified as follows:

Question by Captain Hull. Did you ever loan to any of Capt. Hull's workmen, any quantity of spikes and nails? If yea, were they returned, and in what manner? Please to state.

A. Witness says he never loaned any other nails, than as he has before testified; witness is confident that Captain Hull never had any other nails, than witness has mentioned, of the United States property; and witness further states there are some nails now in the Naval store, belonging to Captain Hull, which he left there since 1817; as to the spikes, witness says that Captain Hull borrowed 23 pounds of spikes in 1817, in small parcels, at different times, which have been all returned long since; Captain Hull did not ask witness for the spikes; witness delivered them to some of the workmen for his use.

Lieutenant John Percival, called again, testified as follows:

Question. Did you show to Captain Hull the letter which you

wrote to the fourth Auditor, dated 27th August, 1818, before you forwarded the same.

A. Witness did not; witness says that Captain Hull required witness to write, and refused to approve the account, until it was sanctioned by the Navy Department.

The Court adjourned to half past nine o'clock, to-morrow.

UNITED STATES NAVY-YARD, CHARLESTOWN, 3RD OCTOBER, 1822.

The Court met according to adjournment; present, all the members, the Judge Advocate, and Captain Hull.

Captain Hull read his statement, or commentary, upon the evidence, by his counsel, Samuel Hubbard, Esquire, which is annexed.

The Court then took into consideration, the evidence and the statement of Captain Hull: and at half past three o'clock, adjourned to half past nine o'clock, A. M. to-morrow.

Friday, 4th October, 1822. The Court met according to adjournment; present, all the members, and the Judge Advocate.

A sketch of report of the facts and circumstances, disclosed by the enquiry, was taken into consideration, and after much deliberation, the Court agreed upon their report, and proceeded in the preparation of their opinion, in relation to the facts and circumstances disclosed by the enquiry, until three o'clock, when the Court adjourned to half past nine o'clock, A. M to morrow.

U. S. NAVY-YARD, CHARLESTOWN, OCTOBER 5TH, 1822.

The Court met according to adjournment; present, all the members, and the Judge Advocate.

The Court were engaged in forming their opinion in relation to the facts and circumstances disclosed by the Enquiry, till three o'clock; when they adjourned to half-past nine o'clock, A. M. on Monday.

U. S. NAVY-YARD, CHARLESTOWN, OCTOBER 7TH, 1822.

The Court met according to adjournment; present, all the members, and the Judge Advocate.

Captain Biddle addressed to the Court the following letter:

Boston, October 7, 1822.

SIR: My duty on board the Congress, requiring urgently my presence at Norfolk, I have to suggest, for the consideration of the Court the propriety of expediting as much as possible the enquiry relative to the causes of the sickness on board the Macedonian Captain Warrington's order to fit out the Congress, directed him to do so without loss of time; and from his own order from the Navy Department, it is evident the Government is anxious that the Congress should be in the West Indies as soon as possible.

Very respectfully, your most obedient servant,

JAMES BIDDLE

Capt. JOHN RODGERS, *President of the Court.*

Whereupon the Court having completed their examination of all the evidence in relation to the official conduct of Captain Hull, and agreed upon their report of all the facts and circumstances disclosed by the enquiry, deferred giving their opinion in relation to the same, for the present, in order to proceed upon the enquiry into the causes of the mortality on board the Macedonian, in her late cruise, in compliance with the direction of the Secretary of the Navy, under date of September 25, 1822, which is as follows:

Poughkeepsie, September 25, 1822.

SIR: I have received a letter from Captain Biddle, suggesting a wish that the enquiry into the causes of the sickness on board the Macedonian, might be taken up before the case of Captain Hull is closed, but that the Court did not consider themselves at liberty so to do, without authority from the Department. Should Captain Biddle's public duties require him elsewhere, and the Court can, without much inconvenience, take up the business of the Macedonian, they will consider themselves hereby authorized so to do.

Yours, very respectfully,

SMITH THOMPSON.

Capt. JOHN RODGERS.

Whereupon this Court was adjourned to half past nine o'clock, on Monday the 14th of October, 1822.

U. S. NAVY-YARD, CHARLESTOWN, OCTOBER 14TH, 1822.

The Court met according to adjournment; present, all the members and the Judge Advocate.

The Court had under consideration a rough sketch of their opinion, to be annexed to their report of facts.

The Court adjourned to half past nine o'clock, A. M. to-morrow.

U. S. NAVY-YARD, CHARLESTOWN, OCTOBER 15TH, 1822.

The Court met according to adjournment; present, all the members, and the Judge Advocate.

The Court having fully considered all the facts and circumstances disclosed by this Enquiry, they united in the following report and opinion:

REPORT.

This Court, in obedience to the warrant of the Secretary of the Navy, having examined into the official conduct of Captain Isaac Hull, since his appointment as commandant of the Navy-Yard, at Charlestown, and having considered the testimony and the defence or statement of Captain Hull, report the following, as all the material facts and circumstances, disclosed by the Enquiry.

It appears that Captain Hull was ordered to the Navy-Yard at Charlestown, the 1st day of July, 1815; took command there in the same month, and has continued in command to the present time.

As no charges or specifications were exhibited against Captain Hull, the Court was left, by the terms of the warrant, to discover from a general investigation of his official conduct, if, in any respect, he had failed in the faithful performance of his duties. To this end, a series of general interrogatories were prepared, embracing the whole course of duty on this station; and these have been propounded to all such persons as were supposed to have opportunity of knowing any thing of his conduct, or to possess any means of information on the subject; and all the witnesses have been permitted to testify freely as to the reasons for their belief, where it appeared they did believe that Captain Hull had failed in the performance of any duty.

The restriction of witnesses to their own knowledge, without permitting them to disclose what they had heard from others, would, it is obvious, have precluded the Court from resort to many unknown sources of information, to which the Court might and ought to resort for evidence of those facts and circumstances which had given occasion for the ordering of this Court, and which it was expected this Court should report upon to the Department. Had charges and specifications been exhibited, these would have incidentally directed the Court to witnesses connected with the transaction to be investigated. The duty of this Court would have been less arduous, but the result of their enquiry might have been less satisfactory. By the course they have pursued, which, however, they presume will not be cited as a precedent, in any other than a perfectly similar case, no source of information has been left unexamined; and they confidently believe, that every transaction which has given rise to any imputation against Captain Hull, has been spread upon their record in such a manner, that the Government may be satisfied that the conduct of Captain Hull, during his command, has been fully enquired into, and that no instance of misconduct has escaped the attention of the Court.

In presenting their report or statement of all the facts and circumstances disclosed by the enquiry, the Court will follow the analysis of Captain Hull's official duties, which suggested the standing or general interrogatories, propounded to the several witnesses.

In respect to the first branch of their enquiry, how far public property has been converted to the private use of Captain Hull, or of any other person, with his knowledge, they find that some public property at first appeared to have been so converted, but on investigation it appears this was, in fact, applied to public use: some appears to have been borrowed for his use, and afterwards returned; some appears to have been taken for his use by his orders, and some without his orders or knowledge; but an equal quantity of the same kind, or an equivalent of a different kind, has been returned. But it does not appear to the Court, that any public property, with Captain Hull's knowledge, has been converted to his own use, without his returning some equivalent; neither does it

appear that any public property has been converted to the use of others, with his knowledge or assent.

Pursuing this analysis of the evidence, the Court, in obedience to the warrant, proceed to state the facts and circumstances respecting this branch of their enquiry. In regard to property which at first appeared to have been converted to Captain Hull's use, but, on investigation, appears to have been applied to public use. It was proved, that several sticks of timber were taken by Captain Hull's orders from the Navy-Yard, to remove certain buildings of Captain Hull's; on investigation, it appears, that these buildings were situate on the Woodward estate, purchased by Captain Hull, on his own account, at the suggestion of Mr. Crowninshield, then Secretary of the Navy, upon an understanding that the Government might subsequently purchase such portion thereof as might be deemed necessary for the convenient enlargement of this Navy-Yard; that the Government did take a portion of this estate, on an appraisement fairly and satisfactorily made; that the Department agreed to remove the buildings thereon to land of Captain Hull, at the public charge; and this timber was used to remove his buildings, conformably to this agreement. It clearly appears, that all this timber was subsequently and seasonably returned into the Yard, and is now there in the use of the United States.

It was proved, that some glass was taken from the store, to be set in the buildings of Captain Hull, after they were removed from this estate: On investigation, it appears that the Government engaged, not only to remove Captain Hull's buildings, from that portion of the Woodward estate, which Government might take for its own use; but also, to place the buildings after removal, in as good order and condition as before; and that this glass was taken to replace that which had been broken in the removal.

It was stated in evidence, that a shovel, three pair of tongs, a pot bale, and pot-hooks, and grid-irons, were made at the smith's shop. But on investigation, it appears that these were made for public use; the shovel and tongs, for the fire places in the Yard; and the residue of these articles, for the quarters of an officer attached to, and residing in the Yard; and after his decease, they were returned into the public stores.

It also appears, that six small rakes, worth from 12 to 15 cents each, were made and used in Captain Hull's garden; but were used also in the Yard.

To this class of cases, may be referred the purchase of medicines, at the public charge, for the use of Captain Hull's family.

It appears that Captain Hull did obtain of Doctor Eliot, an apothecary in Boston, a quantity of medicines, to the amount of $ 53 54 cents, for the use of his family, that these were paid for by the Navy-Agent, were by him charged in account to the Government, and was allowed by the Department. It further appears, from the testimony of Mr. Crowninshield, late Secretary of the Navy, and several Surgeons in the Navy, that it had been the prac-

tice at the Naval stations in this place, at Portsmouth, New-York, Philadelphia, and Washington, and on the Lakes, of the Surgeons of the Navy to supply medicines from the public stock, for the use of the officers and men's families. It appears that Captain Hull had obtained this supply from Doctor Eliot, under full conviction that this was conformable to usage ; and it fully appears to this Court, that Captain Hull did not, at the time, doubt his right to this, as a customary allowance ; but so insisted with Doctor Eliot, who on receipt of the money, transferred the amount to the debt of the United States, and acknowledged receipt of his money, as from the Government.

In respect to public property, borrowed by Captain Hull for his own use, it was proved that four sticks of timber were taken by his orders, and used to remove a small house of his in the vicinity of the Yard ; but these were returned without injury, and it does not appear, that the United States have suffered any inconvenience from this use of them.

In respect to public property taken by Captain Hull's orders for his own use, it appears that 300 pounds of nails were taken from the Navy store, by his orders, and were used in his buildings ; for these he returned 320 pounds of a different kind, but of equal value and utility.

It also appears, that 23 pounds of spikes were taken for his use, with his knowledge, at different times in small parcels. and for these he returned a like quantity, and of equal quality.

It also appears, that 1000 feet in board measure, of sawn pine timber, were taken for his use upon his order, and. subsequently, a quantity of the same kind was returned.

These are all the instances of the taking of public property, for Captain Hull's use, by his orders, or with his knowledge, at the time during his command on this station.

In respect to public property taken for his use by mechanicks in his employment, it appears, that at a time when he was confined to his house by indisposition, his carpenter obtained from the Yard a quantity of clear pine plank, of the value of twelve dollars, and instead of this, returned on the same day a quantity of merchantable plank, of the same value, and of equal utility.

It also appears, that a bar of iron, about two or three feet long, was taken by one of his mechanicks from the smith's shop, and used in Captain Hull's buildings for a chimney bar, but another of equal value was returned.

It also appears, that hoops were put on a wheel of Captain Hull's travelling carriage, immediately after a journey by Captain Hull with Mr Barker, master builder, into New-Hampshire, for the service of the United States, in quest of timber for the Navy-Yard ; but this was without his knowledge at the time.

It appears, that two small pieces of yellow pine, and one of oak, were taken to make some cellar sills, of the estimated value of one dollar and a quarter ; but this does not appear to have been known to Captain Hull at the time.

In respect to public property converted to the use of others, it appears that an axe was made for Lieutenant Ward, and delivered to him on his engagement to return it; also, that a grid-iron was made, and delivered to sailing master Waldo; also, that two garden rakes were made, and delivered to James Bogman, Gunner of the Yard, for use in his garden, within the limits of the Yard.

It also appears, that a small oven door, 14 by 9 inches, was made of a piece of sheet iron, and also a frame for this, by the blacksmith, for his own use; but it does not appear that Captain Hull knew of either of these instances of conversion of public property to the private use of others.

These are all the instances of the conversion of public property to private use, which were proved to the satisfaction of this Court; some witnesses did, indeed, mention other articles of very trifling value, as dog nails, old hinges, &c. but on investigation it fully appeared, that the materials were not public property; or that the witnesses who mentioned such articles, as appears by the record of evidence, were so fully discredited, that their testimony could not, justly, have any weight with this Court.

The next branch of the general analysis, is the employment of mechanicks, or others, for private use, while in the pay of the United States, for the same time they were so employed, and the employment of the Navy Yard teams, for Captain Hull's or others' private benefit.

In respect to this branch of the enquiry, the Court find that some men, and the oxen of the Yard, have appeared to have been employed for private use; but on investigation, it appears that they were engaged in public service; that sometimes the men and teams were employed for Captain Hull's use, but he made an ample return for such service to the United States, and that some men have been employed for the use of others, but without his knowledge.

In respect to the employment of the men apparently, for his use, or the use of others, but in fact for use of Government, it is proved, that men were employed, in removing the buildings and fences from that part of the Woodward estate, which was taken by Government, for the enlargement of the Yard, and in re-setting broken glass, and otherwise refitting Captain Hull's buildings, thus removed; but on investigation it appears, that these were so employed, conformably to the verbal agreement between Captain Hull and the Government, before mentioned, for removing buildings from the ground taken by Government, to other land of Captain Hull, and putting them in the same good order and condition, as before their removal, and in setting up the fences on the new boundary line of the Yard.

It was also proved, that men and teams were employed in transporting cord wood and chips to Captain Hull's and other officers' quarters. But, on investigation, it appears, that the cord wood was fuel, which the Government delivered, agreeably to the regulated allowances to officers on this station, at their quarters; and the

chips were removed conformably to the regulations of the Navy Commissioners recorded in these proceedings.

It also appeared, that a labourer was employed in sawing and piling Captain Hull's wood, and the wood of Captain Shubrick, attached to the Yard. But it appears that this is not inconsistent with the regulations of the Navy-Yard; the Government customarily delivers allowance of fuel at officers' quarters, in a fit state for use.

In respect to the employment of men and teams by Captain Hull, for his own use, it appears, that one man was employed about half his time in the spring and summer, in the cultivation of the commandant's garden, within the Yard. This was a labourer in the Yard, who was regularly mustered there, paid by the United States, and laboured the rest of his time in the public service. On investigation it appears that Captain Hull is allowed three servants, at eight dollars each a month, and one ration a day; that he has not drawn pay for more than two servants since April last, which is a saving to Government of fifteen dollars per month. Besides this, also, it appears to the Court, that the labour of this man, in setting out valuable trees, purchased by Captain Hull, and otherwise permanently improving this appendage to the Yard, is a substantial benefit to the public property.

It also appears that Captain Hull has employed the Government teams in carting earth from his land, when digging a cellar, and in hauling stones to be laid there. But, on investigation, it appears this earth was hauled within the Navy-Yard, to improve the passage or road from the gate by the stores, where it was useful and indeed necessary; and that while the cart was loading with this earth, and without any interruption or delay of public work, the oxen were employed to haul a few large stones, not exceeding seven in number, for a short distance. Although it would seem, from various witnesses, that there is much evidence of employment by Captain Hull of mechanicks and labourers for his private use, while these were in pay of Government, yet, on investigation and very careful examination of the master mechanicks and labourers themselves, it does not appear that any mechanick, labourer, or other person, has received pay of Government for any portion of the time he was employed in Captain Hull's service, except the instance of the gardener before mentioned; and although two witnesses positively assert their belief that they have received pay of Government for the time they were employed in Captain Hulls' service, yet, the testimony of these witnesses is so discredited by the direct contradiction of the master mechanicks, who had better opportunities of knowing, and whose duty it was to know the fact, that this Court cannot regard their testimony as worthy of credit.

In respect to employment of men of the Yard for the use of others, without Captain Hull's knowledge, it appears, that a labourer was employed a greater part of his time, for the use of an officer in the Yard. But this, though not purposely concealed, was unknown to Captain Hull.

It also appears, that another labourer, acting as an under assistant to the Storekeeper, was occasionally employed by him in some domestic services. It does not, however, appear, that there was ever any occasion which called Captain Hull's attention to this practice, or that it ever came within his knowledge.

It does not appear that the Government's team had been otherwise employed for private use.

The next branch of the general analysis, is the neglect of any duty by Captain Hull, as commandant of this Navy-Yard.

It appears to the Court, that Captain Hull has suffered a sailing master to attend to the mustering of the men in the Yard, instead of a Lieutenant, which the recent regulations for mustering the men prescribes; and that the check roll has not been kept conformably to these regulations; some other person than the clerk of the Yard having been allowed to call the men.

It also appears, that Captain Hull has not always exacted of the Purser of the Yard, strict compliance with his duties, according to the regulations now in force.

It also appears that Captain Hull gave Lieutenant Percival leave of absence from the United States, without first obtaining the assent or authorization of the Navy Department. But it appears, however, that there were more than a sufficient number of officers on the station, at the time this leave was granted, and during the absence of Lieutenant Percival, to perform all requisite duties.

It also appears that Lieutenant Percival received his full pay for the time he was so absent; that Captain Hull approved his account, but not until after the letter of the Fourth Auditor, under date of the 3rd September, 1818, recorded in these proceedings, had been exhibited to Captain Hull. It further appears, that the letter of Lieutenant Percival to the Fourth Auditor, under date of the 27th August, 1818, also recorded in these proceedings, was not seen, or its contents known, to Captain Hull, before it was sent to the Department, or before he approved the account of Lieutenant Percival, nor, indeed until very recently. It further appears to this Court, that the payment by Lieutenant Percival of the sum of one hundred and twenty-six dollars, through the hands of Sailing master Waldo, was repayment to Captain Hull of money which Lieutenant Percival held in his hands, and claimed in satisfaction of certain charges; and that on the disallowance of these charges by Captain Hull, this money was repaid; that this repayment was not made with any reference to Captain Hull's approval of Lieutenant Percival's public account for his own pay, but was entirely disconnected with that subject.

The next branch of the analysis is, neglect of any proper measures for the detection of Fosdick's fraud, by Captain Hull, or his collusion with Fosdick, in this peculation.

It appears to the Court, that the fraud of Fosdick was effected by his procuring the men to sign their names to the pay-rolls, in which either the time they had worked, or the amount of their pay, was

not written ; and that these blanks were filled up by Fosdick after the men were paid, with more time than they had worked, and larger sums than was due them; that he drew from the Navy-Agent the whole amount, and kept the excess above the just sum due to the men, for his own use. On inspection of the pay rolls laid before the Court, they appear to be fair ; and to each is subjoined in common form, a certificate by the person paying the men, that he has compared it with the muster roll and found it correct, and below this, is the approval of Captain Hull.

This is in the usual course. and no circumstance, of any kind, ever occurred, to Captain Hull's knowledge, during Fosdick's service in the Yard, to excite the least mistrust of his correctness, or doubt of his integrity. It appears, that Fosdick had been highly recommended to Captain Hull's immediate predecessor, Captain William Bainbridge, and that persons of high standing warmly recommended him to Captain Hull. No officer in the Yard sustained a fairer reputation for integrity or talents, in his particular station, than Fosdick. But it appears to this Court, that on the first intimation of the fraud, Captain Hull instantly adopted, and constantly, zealously, and ably pursued, at Charlestown, Boston, New-York, and New-Orleans, all proper and requisite measures for the detection of this fraud, and the recovery of satisfaction for the United States ; and that through his activity and zeal, in an eminent degree, a full and complete satisfaction was obtained, from the property and effects of Fosdick.

It further appears that Captain Hull, in negotiating with Fosdick for this satisfaction, was more rigorous and unyielding than the other commissioners appointed for this purpose ; that Fosdick complained of this treatment of him by Captain Hull as harsh, and was greatly incensed against him at the time ; that Fosdick then complained that the Government would get from him more than he had taken from the United States ; that, in this state of Fosdick's affairs, it was represented to him by an intimate friend, that some persons suspected Captain Hull of being connected with him in the transaction, and advised him, upon motives of policy, to expose Captain Hull, if in fact he had been concerned ; this Fosdick instantly denied, declaring, in effect, that the fraud could not have been conducted by more than one person, and that no person was concerned with him in the transaction. It also appears, from the testimony of the District Attorney of this State, and of the State of New-York, also of an eminent Counsellor of the city of New-York, and of the Hon. Judge Livingston of the United States Supreme Court. that the conduct of Captain Hull, throughout his pursuit of Fosdick, was that of a perfectly innocent man, and highly zealous officer. No fact or circumstance appeared in any manner tending to prove or to justify any suspicion that Captain Hull had ever been connected with Fosdick in this fraud, or ever knew of its existence till discovered by examination of some pay rolls, with reference to the true time which certain men had laboured. Of all the witnesses exam

ined on this subject, none expressed a present belief of such connection or collusion, except Lieutenant Joel Abbot and Daniel Leman. But these were so utterly discredited, as appears on the face of this record, that they were deemed unworthy of any credit by this Court.

The next branch of the analysis is oppression ; and in respect to this branch, the Court finding no evidence tending to prove any oppression by Captain Hull of officers or men, except in respect to disallowances of chamber money, wood, and servant money, and in respect to his refusal to Lieutenant Abbot of leave to visit Newburyport.

It appears that Lieutenant Joel Abbot, who states that one of his reasons for procuring orders to this Navy-Yard was, that he might receive chamber money, made application to Captain Hull for this allowance, Captain Hull was in doubt if he might, with propriety, allow it, and corresponded, and suffered Lieutenant Abbot to correspond, with the Department on this subject.

The whole of which correspondences are annexed in copies from the original record of the trial of Lieutenant Abbot by a Court Martial, and are as follows: the letter of Lieutenants Abbot and Caldwell, and Sailing Master Ferguson, to the Secretary of the Navy, under date January 2, 1821, and his answer of the 16th of the same month ; a letter from Constant Freeman, Accountant, to Captain Hull, dated 30th March, 1816 ; one from T. H. Gillis, for the Accountant to same, dated 16th May, 1816 ; Captain Hull's letter to Constant Freeman, fourth Auditor, dated 17th July, 1817 ; Constant Freeman's reply, dated 26th July, 1817 ; another letter from Captain Hull to same, dated 30th September, 1820 ; Constant Freeman's reply, dated 4th October, 1820 ; Captain Hull's letter to the Secretary, dated 9th October, 1820, and the Secretary's reply, dated 10th November, 1820.

It appears that Lieutenant Abbot was very importunate with Captain Hull on this subject, reiterating his solicitations for this allowance in a manner not usual for officers, and not pursued by Lieutenant Caldwell and Sailing Master Ferguson.

It is represented by Lieutenant Abbot, that Captain Hull repulsed him with harsh and profane language ; on the other hand, it appears that Captain Hull is not in the habit of using such language to officers. It appears that Captain Hull gave much attention to this subject of chamber money, and to the particular application of Lieutenant Abbot and others.

In respect to the allowance of wood, it appears that there were two Boatswains in the Yard ; one of whom was old and infirm, and only able to do light work, and as by the regulations there was an allowance of wood only for one, Captain Hull advised or directed that this allowance of wood should be divided in some way between them. It does not appear that they, or either of them, objected or have complained.

In respect to the allowance of servant money, it appears that the Gunner of the Yard had received, through mistake, servant mo-

ney, as if entitled to this allowance ; and, on being directed, he refunded it without objection or complaint.

It appears that Captain Hull did refuse Lieutenant Abbot leave to visit Newburyport ; but it does not appear to this Court, that Captain Hull was apprised by Lieutenant Abbot, on his first application, that Mrs. Abbot was dangerously or otherwise indisposed. But it appears, that although Lieutenant Abbot had been allowed leave of absence oftener and for longer periods, than other officers on the station, at or about that time, yet leave was granted as soon as representation was made by Lieutenant Abbot that his wife was near confinement, and it was very desirable he should visit her, although, as it appears in evidence, this was an indulgence attended with inconvenience to the service.

It does not appear that Mrs. Abbot was dangerously sick at the time ; although it appears in evidence, Lieutenant Abbot has made representations of her situation to this effect, which he does not confirm in giving his testimony.

It appears that Lieutenant Abbot was at Newburyport from the 14th or 15th February, 1821, to the 22nd, when he returned to the Yard ; and that he did not, while at Newburyport, request an extension of his leave. He states that he desired it, but refrained from asking it, because he knew Captain Hull would refuse it. It appears, however, from the testimony of Captain Shubrick, that an extension of Lieutenant Abbot's leave would no doubt have been granted as soon as asked for. It appears that he did renew his application for leave of absence on the 28th of the same month, representing Mrs. Abbot's recent confinement, and leave was immediately granted. It appears that this lady was alive till the 15th of April following, and that Lieutenant Abbot was absent on leave from the 28th or 29th of February, until after her decease : and never since has been on duty in the Yard.

The Court being required to state all the facts and circumstances disclosed by the enquiry, which are of moment in connection with the object of this investigation, deem it their duty to state the following :

It appears in evidence that Capt. Hull deposited his own paints in the public paint store ; that this was a temporary deposit, and ceased as soon as another convenient place was in readiness to receive it.

It also appears that some hinges and chimney bars, and crane eyes, taken from his, Captain Hull's houses, were deposited in the Smith's shop in the Yard, and these deposits probably gave rise to rumours of improper use of public property.

It also appears that he employed mechanicks and labourers on his private property, who had been or were subsequently mustered in the Yard for the United States, and this under circumstances which might naturally lead persons not acquainted with all the circumstances, to suspect that the Government's time was appropriated to private benefit.

It appears also that he bought a quantity of lumber from a Government contractor, who had landed this with Government timber in the Navy-Yard, and that this was transported from the Navy-Yard to Captain Hull's estate, near Chelsea bridge, by a team often employed there in the service of the United States, and that although on investigation it clearly appears this timber never was the property of the United States, and that Captain Hull paid for the transportation; yet the purchase and transportation of it from the Navy-Yard, did excite the attention of respectable persons.

It also appears that Captain Hull permitted the same persons to muster and pay at the same time and place, men employed for his private use, and men in the employment of the United States.

It also appears that when the buildings were removed from the Woodward estate, a barn of the estimated value of 100 dollars, and a wood shed of the estimated value of 20 dollars, both belonging to Captain Hull, were moved into the Yard, and have ever since been used in the United States service as their property, without any recompense therefor to Captain Hull.

It also appears that, previous to the purchase by Captain Hull of his real estate near the western entrance to the Navy-Yard, the small buildings there had been occupied by disorderly persons to whose shops the men of the Yard resorted at night, and where articles of value, pilfered from the Yard, were purchased; that Captain Hull endeavoured to get rid of these tenants, but was unable to do so, without purchasing this property himself; that he did purchase it, and it is now occupied by decent and orderly tenants.

In conclusion—this Court deem it their duty to state, that Lieutenant Joel Abbot, whose testimony covers more than fifty pages of the record, did not appear to have knowledge or information of any facts, which in the opinion of this Court, authorized the general expressions, or imputations against Captain Hull, contained in his letter of the 11th January, 1822, and on his examination, which was conducted as the Court believes, with the greatest indulgence and patience, he was constrained to admit in respect to almost every such imputation, that he had no better authority for making them, than common reports, which he had never investigated or traced to their source; and this Court regret, for the honour of the service, to add, that very many of Lieutenant Abbot's declarations under oath, in which it appears to this Court, he could not have erred through mistake, are distinctly and directly contradicted by most respectable and disinterested witnesses.

No other facts, or circumstances, tending to implicate Captain Hull, in respect to his official conduct, could be collected from any source, within the control of this Court, and they have reason to believe that no others exist.

The preceding statement therefore, embracing in the opinion of this Court, all the facts and circumstances disclosed by the enquiry, which the Court is required to report, is respectfully submitted with the following opinion in relation to the same:

OPINION.

This Court is of opinion, that the conversion of articles in this Yard, belonging to the United States, to the private use of individuals, whether by loan, exchange, or otherwise, is incorrect: but as it appears to the satisfaction of this Court, that all the articles which have been so converted to private use, with the consent or knowledge of Captain Hull, have also been replaced by similar, or other articles of equal or greater value; the Court are therefore of opinion, that no loss has, in fact, resulted to the United States, and that no fraud was practised, sanctioned, or intended by Captain Hull, in these transactions.

The Court are further of opinion, that the employment of persons while in the pay of the United States, for the private advantage of individuals, excepting such as are specially allowed by the regulations, is incorrect. But the Court are further of opinion, that in the particular instances of this kind, which are sanctioned by, or known to Captain Hull, the deviations from the regulations has not been the cause of loss to the United States.

The Court are further of opinion, that the deviations in this Yard, from the regulations prescribing particular forms to be observed in mustering and paying persons employed in the Navy-Yards for the United States, was improper, inasmuch, as such deviations was made without the previous sanction of the Navy-Department; but it is also the opinion of this Court, that no loss has resulted to the United States from this deviation.

The Court are further of opinion, that the permission granted Lieutenant Percival, to visit Europe, by Captain Hull, without the previous sanction of the Secretary of the Navy, was incorrect; but the Court are further of opinion, that no injury did in fact result to the United States from the permission thus granted.

The Court are further of opinion, that Captain Hull, in allowing articles belonging to himself, to be placed in the public stores containing similar articles belonging to the United States; and in permitting the same persons to muster, and pay at the same time and place, within the Navy-Yard, men employed for his private benefit, and other men who were employed for the United States, was indiscreet; inasmuch, as such conduct, though in itself innocent, may nevertheless give rise in the minds of persons, not acquainted with the real nature, and all the particulars of such transactions, to vague impressions of misconduct in public officers.

The Court are further of opinion that the charge made by Captain Hull's orders against the United States, for the medicines furnished for the use of his family by Doctor Eliot, was allowed by the general usage of the service at that time.

The Court are further of opinion that, in withholding his sanction to allowances for chamber money, fuel and candles, to officers not permanently attached to the Yard, Captain Hull was justified by his instructions from the Navy Department.

The Court are further of opinion that, in his conduct towards the officers, mechanicks, and others under his command, Captain Hull has been guilty of no act of oppression, or unjustifiable severity; but, on the contrary, he has, so far as was consistent with his duty to the United States, granted every proper indulgence.

The Court are further of opinion, that the purchase of property in the immediate vicinity of public stations, by officers attached to such stations, may excite surmises injurious to the reputation of such officers, and therefore is not discreet. Yet it is the opinion of the Court, that the particular purchases of this kind made by Captain Hull, were made with no improper view of private advantage to himself, but originated in solicitude for the public interest, and were prosecuted with expectations of public benefit, which the United States, in the opinion of the Court, have realized in the removal of disorderly persons from the vicinity of this Navy-Yard.

And, finally, this Court is of opinion that, with the before mentioned exceptions, the conduct of Captain Hull, since his command of this Yard, for strict personal attention to the preservation of the public property committed to his charge, the judicious application of the means placed at his disposal for the public service, and for the faithful performance of all his other official duties, has been correct and meritorious.

JNO. RODGERS,
President of the Court.

GEORGE SULLIVAN,
Judge Advocate.

The President of the Court and the Judge Advocate, having respectively set their hands to the above record of this Court, having acted on all matters committed to them by the warrant of the Secretary of the Navy ordering this Court. The Court was thereupon adjourned without day.

Attest, GEORGE SULLIVAN,
Judge Advocate.

APPENDIX.

Boston, 5th August, 1822.

SIR: By a precept from the Honourable Smith Thompson, Secretary of the Navy, bearing date "July 31st, 1822," a Court of Enquiry, of which I am to be the President, is to be convened on the 12th instant, at the Navy-Yard, Charlestown, Massachusetts, for the purpose of enquiring into the official conduct of Captain Isaac Hull, during his command of said Yard. By the precept it has been made my duty to appoint a gentleman of suitable qualifications to perform the duties of Judge Advocate to said Court of Enquiry; and, as such, permit me to say that your acceptance of the appointment would be gratifying to myself, and equally so, I am sure, to the other members. In the event of your acceptance, I should be glad to see you as soon as your convenience will permit, for the purpose of determining on the mode most proper to be adopted in giving public notoriety of the time, place, and object, for which the Court is to be convened.

With great respect and esteem, I am, sir, your obedient servant,

JOHN RODGERS.

GEORGE SULLIVAN, Esqr. &c. &c. &c. *Boston.*

Boston, 5th August, 1822.

DEAR SIR: I accept the appointment of Judge Advocate of the Court of Enquiry mentioned in your favour of this day, and am ready to attend forthwith to the duties of the office. Desiring to be presented very respectfully to the other members of the Court, I remain always, dear sir, yours sincerely,

G. SULLIVAN.

CAPT. RODGERS, *President of the Court of Enquiry, &c. &c.*

Navy Department, September 18th, 1822.

GENTLEMEN: If either of you by reason of sickness shall be unable to attend to Court of Enquiry in relation to the conduct of Captain Isaac Hull, or for investigating the causes of the late sickness on board the U. S. frigate Macedonian, a majority of the Court is hereby authorized to proceed in the taking of evidence in the said cases respectively.

SMITH THOMPSON.

Captains JOHN RODGERS,
ISAAC CHAUNCEY,
CHARLES MORRIS.

Poughkeepsie, September 21st, 1822.

SIR: I have received a letter from Captain Biddle, suggesting a wish that the enquiry into the causes of the sickness on board the Macedonian might be taken up before the case of Captain Hull is closed, but that the Court did not consider themselves at liberty so to do without authority from the Department. Should Captain Biddle's public duties require him elsewhere, and the Court can, without much inconvenience, take up the business of the Macedonian, they will consider themselves hereby authorized so to do. Yours, very respectfully,

SMITH THOMPSON.

Captain JOHN RODGERS.

Boston, October 9, 1822.

SIR: My duty on board the Congress, requiring urgently my presence at Norfolk, I have to suggest, for the consideration of the Court, the propriety of expediting, as much as possible, the enquiry relative to the causes of the sickness on board the Macedonian. Captain Warrington's order to fit out the Congress, directed him to do so without loss of time, and from my own order from

the Navy Department, it is evident the Government is anxious that the Congress should be in the West Indies as soon as possible.

Very respectfully, your most obedient servant,

JAMES BIDDLE.

Capt. JOHN RODGERS, *President of the Court.*

[CIRCULAR.] *Navy Commissioners' Office, 31t January,* 1821.

SIR: The Commissioners of the Navy have found it expedient to adopt the following additional regulations with regard to the muster, &c. of the different Navy Yards:—

1st. A Lieutenant, if there be one attached to the Yard, or if not, the Sailing Master, is to be present at the muster of all mechanicks and labourers: which Lieutenant, or Master, is to keep a regular book or roll, in addition to that kept by the clerk of the Yard.

2nd. To prevent mistakes or frauds, the order of muster must be as follows:

The rolls of the Lieutenant, or Master, are to be made out in the same order as those of the clerk. The clerk is to call over the name of each mechanick, labourer, or other person, paid by the day in the order in which they stand on the rolls: and as they are so called, they are to pass in rotation, in the presence of the said Lieutenant, or Master, whose duty it will be to check any omissions, or correct any mistakes, which may accidentally, or otherwise, be made by the clerk.

The roll being called, the Lieutenant, or Master, is immediately afterwards to compare his roll with that of the clerk, in order to ascertain if they agree.

3rd. At the end of each week, the clerk is to deposit his roll, signed by himself, in the hands of the Purser; and the Lieutenant, or Master, in like manner, to deposit his in the hands of the Commander of the Yard, who, before signing the general muster pay roll, (by which *alone* the Purser will be authorized to pay the mechanicks, labourers, and other persons belonging to the Yard, and paid by the day,) is to compare the rolls so kept by the Lieutenant, or Master, with the monthly pay roll made out by the Purser, in order to satisfy himself that their respective rolls agree, before he, the Commandant, puts his signature to that by which the Purser pays the men.

4th. The original rolls kept by the clerk, are, on the settlement of the Purser's accounts with the Fourth Auditor, to be sent with such accounts, as indispensable vouchers establishing the correctness of the sums respectively paid to the mechanicks, labourers, and others employed by the day.

5th. The rolls kept by the Lieutenant, or Master, and deposited in the hands of the Commandant of the Yard, are those by which the Commandant is to make out the monthly rolls required to be sent to the Navy Commissioners' Office, showing the sums expended for labour on each, and every object, whether for Navy Yards, repairs, ordnance, or gradual increase, or whatever object it may be; and, in order to multiply the number of checks, the Commandant is to preserve and file all the weekly rolls, from which he makes out the before mentioned monthly rolls.

6th. Some one day in every week, the Commandant will, in person, attend the muster of the Yard, and see that they are conducted in the manner herein prescribed.

I am, Sir, respectfully, your most obedient servant,

Capt. HULL, *Boston.* JOHN RODGERS.

Navy Commissioners' Office, November 4, 1818.

SIR: Your letter of the 28th ult. has been received.

You will yourself judge as to the expediency of weighing any of the heavy articles referred to by you. If you should be so far satisfied with the weights, as they may be stated by the surveying officers, as to induce you to approve their proceeding, without re-weighing the articles, it will not be considered essen-

tial to re-weigh them. The object of the survey is to have a correct return of the quantity and condition of all articles on hand.

I am, Sir, respectfully, your most obedient servant,

Capt. ISAAC HULL, *Boston.* (Signed) STEPHEN DECATUR

Navy Commissioners' Office, 13th December, 1820.

SIR: The Commissioners of the Navy have received your letter upon the subject of the wages of the mechanicks, &c. in the Yard, under your command, and those given in the private yards at Boston.

The wages are, on comparison with those given in our other sea port towns, high, and they will, we hope, admit of a reduction. We can discern nothing in the labour at Boston entitling it to higher wages than at other places. In proof of this we give you the following instance:

You have, it appears, worked with your ship carpenters on the 74, 26,478 working days, and the expense has been $38,673 7 3-4.

On the North-Carolina, the ship carpenters have worked 22,181 1-4 days, and the expense has been $36,585 80, making a difference against the Boston 74 of 3,.97 3-4 working, and of $2,087 27 3-4 in the expense; and the North-Carolina is much further advanced than the Boston 74, having been launched more than three months.

I am, very respectfully, Sir, your most obedient servant,

Capt. ISAAC HULL, *Boston.* JOHN RODGERS.

[CIRCULAR.] *Navy Commissioners' Office, 15th May,* 1818.

SIR: The same allowance of candles is to be made to the officers *permanently* attached to the Navy-Yard under your command, as is usual in active service at sea, Respectfully, JOHN RODGERS, *Presd't N. Board.*

Captain ISAAC HULL, *Navy-Yard, Boston.*

Navy Commissioners' Office, 3d August, 1822.

SIR: You will ship to Baltimore, by the first good opportunity, 310 barrels of beef, in perfect shipping order, to be delivered to the order of James Beatty, Esqr. It is intended to send this beef to Valparaiso, by a vessel about sailing from Baltimore; you will therefore be pleased to lose no opportunity in shipping it. I am, sir, respectfully, your most obedient, D. PORTER, *N. C.*

Captain ISAAC HULL, *Boston.*

A.

[CIRCULAR.] *Navy Commissioners' Office, 7th September,* 1818.

SIR: When the chips in the Yard under your command shall become an incumbrance in the Yard, they are to be removed outside of the Yard, under the superintendance of a careful officer, once every fortnight; and when so removed, the carpenters and others may take them, giving, however, a preference to the persons belonging to the Yard. I am, sir, respectfully, your most obedient servant, JOHN RODGERS, *President of the Navy Board.*

Captain ISAAC HULL, *Boston.*

Charlestown Navy-Yard, August 16, 1822.

Mr. President, and Gentlemen of the Court:

Being under censure by sentence of a Court Martial for having concerned myself about the naval affairs of the Boston station, I feel myself placed in a very critical and embarrassing situation, in being called to give testimony in a case in which I have already been condemned. I therefore respectfully request I may be allowed until Monday noon next, to consult and reflect upon my situation, to know what course it is my duty to adopt. I also request the Court will

inform me what course they propose to adopt in regard to my giving testimony, whether I shall be permitted to give a minute detail of the reports, circumstances, and facts which influenced my mind, and as I thought made it my duty to make the representations I did to the Honourable Secretary of the Navy; also, that the Court would acquaint me what they request, and what they demand of me. I hope this honourable Court will consider that I am placed in a very different situation from witnesses in general. I also hope they will consider I feel no disposition to do other than what is right, that I only wish to know my rights. I have the honour to be, with the highest respect, your obedient servant,

JOEL ABBOT.

Com. JOHN RODGERS, *President of the Court of Enquiry, Charlestown Navy Yard.*

The undersigned, with feelings of great respect, begs leave to solicit the attention of this honourable Court to the peculiar situation in which he is placed. He is now before this Court agreeably to its order, to give testimony in relation to the conduct of Captain Hull He has already been tried and convicted, and is now suffering punishment for having, on former occasions, and in a manner which he thought in due course of law, and his duty, made representations concerning that officer. By the award of the Court which tried me, my conduct has been adjudged scandalous, and my motives misunderstood. I now wish that this Court, and through it my Government, may hear from me an explanation of my conduct. I desire to enter upon a full and unreserved disclosure of every fact in relation to Captain Hull, that has come to my knowledge, from the year 1818, to the present time. I hope the Court will allow me to narrate every circumstance, to exhibit any documentary evidence, to state the sources of my information, to detail names and dates, and finally, to show the motives which have prompted me to pursue the course which I have done, and the performance of which I am now under censure. I wish to have an opportunity afforded me to purge myself of the charge of malice which has been imputed to me, and to show that I was acting under conscientious impressions of duty, that I made no allegations upon slight or trivial grounds, but that I was warranted by the respectability and the credibility of the representations made to me, in adopting the conduct I did.

I would, therefore, most respectfully ask of this honourable Court, whether I ought to be required to answer any particular interrogatories, until I am permitted to make a full statement of all the information in my possession, regarding the official conduct of Captain Isaac Hull. JOEL ABBOT.

Monday, August 19th, 1822.

To JOHN RODGERS, Esq. *President of the Court of Enquiry.*

KEITH.

Ebenezer Jackson, Painter, Back street, used considerable putty on Hull's house, which belonged to the United States. Mr. Jackson can testify to other things concerning Hull's business.

Mr. Jackson's shop is opposite the Post Office.

To JOHN RODGERS, Esq. *President of the Court of Enquiry, now in session at the Navy Yard, Charlestown.*

SIR: You having signified to me that I might be permitted to make any written communication to the Court, relative to the investigation now pursuing, I beg leave, respectfully, to inform you that I am credibly informed, and have every reason to believe, that the following persons, if called before the honourable Court, would testify to the facts which are set against their names. I would not be understood to assert positively, that these persons would testify, nor would I wish to make known the various means by which I have become informed of the circumstances. I submit the whole reports to the discretion of the Court, to be used as they may think proper.

With great respect. JOEL ABBOT.

William Taylor, of Boston, surveyor, will testify as to the contract for digging away the hill, and filling up the site for the new ship house; and that the contractor was overpaid the sum of 1000 dollars.

George Carlisle, blacksmith, of Charlestown, who now works with John Tapley, once worked in the Yard, and delivered iron for Captain Hull's houses. He was told not to weigh any iron which should be sent for by Captain Hull. He will also testify to certain threats which have been recently made to him if he should appear before this Court.

Thomas Sprague, of Charlestown, planked the cellars for the ten feet houses of Captain Hull, and got the spikes for that purpose from the Navy-Yard.

Benjamin Brintnall, of Charlestown, has frequently known the oxen belonging to the Yard at work at Captain Hull's houses.

Joseph Staggers, blacksmith, now in the Navy-Yard, carried out blacksmith's work from the Yard to Captain Hull's houses, and to Varney's. He also signed the rolls for 2 dollars per day, when he received but 1 dollar 25 cents.

Christopher Jordan, blacksmith, of Charlestown, can testify that articles from the smith's department have been carried out of the Yard.

Mr. *Samuel Jackson*, painter, of Charlestown, can testify to paint having been taken from the Navy-Yard recently, and used on several houses.

The communication which I first purposed to make, I believe, cannot come within the instructions of this honourable Court. I therefore refrain from making the subject known, and only have to offer what is above detailed.

As you gave me permission to go when I should chose, by acquainting you of the same, I respectfully acquaint you, that I think of leaving here to-morrow for Nahant, to spend a week, at the expiration of which I shall return to this place. With great respect, your obedient servant,

Boston, September 10, 1822. JOEL ABBOT.

Charlestown, Monday, September 2nd, 1822.

SIR: Your leave of absence given me having expired, I have the honour to report myself. I respectfully request your permission to remain in Boston, as my health requires much care and attention, and as an order at any time sent to No. 1, Brattle-street, Boston, will immediately reach me. I have the honour to be, with the highest respect, your obedient servant, JOEL ABBOT.

JOHN RODGERS, *Esqr. President of the Court of Enquiry, Charlestown.*

Charlestown, February 22, 1821.

SIR: The following is a copy of a letter I have received (with others) from the Navy Department: "In answer to your letter of the 2d instant, I have to inform you, that I have consulted with the Navy Commissioners as to the number of officers absolutely necessary for the duties of the Navy-Yard, and I cannot alter the arrangement recently made. You can remain at Charlestown or Boston, or at any other place, upon pay and rations; but I cannot consent to increase the expense, by allowing you chamber money, without a special statement from Captain Hull, that the service required additional officers at the Yard."

The above letter I have communicated to Captain Hull. He will not allow me to reside agreeably to the permit granted in that letter; and at the same time declares I shall perform duty at the Navy-Yard, and that I shall not receive chamber money, and that I shall not write to the Department again respecting it. These circumstances place me under the necessity of applying to some friend in Congress, to represent this my letter to the Honourable Secretary of the Navy, that I may urge my claims agreeably to the Secretary's letter, so that I shall either receive chamber money, or be allowed to reside where I can so regulate my expenses, and make such use of my time as to be an equivalent for that emolument. I am, however, desirous for active sea service, and shall esteem it a great favour to receive orders for the frigate Constitution, or any other ship going to sea, (unless bound to the Gulph of Mexico, that climate not agreeing with me.) I will here remark, that "the number of officers absolutely neces-

ly for the duties of the Navy-Yard, and the "arrangement" there spoken of in the Secretary's letter above, allows them house-rent, servants, fire-wood, and candles. This arrangement I do not find fault with; but I do find fault with Captain Hull's imposing upon me the duty he does, and withholding from me the small stipend of two dollars per week, which was in lieu for house-rent, servants, fire-wood, and candles; and at the same time denying me the privilege granted by his superior; and more particularly my being denied by him the permission of seeking redress. I cannot believe it is the wish of our present Secretary to deprive officers of the privilege of addressing him at any time, in a proper manner, and to state their wants and grievances. There is, I am told, a circular order, which was issued by Mr. Crowninshield, when in office, (and is still in force when commanders chose to make use of it,) that prohibits officers writing to the Department, but through or with the permission of their commanders. I will refrain from making any remarks upon the wisdom or justice of this order, and also from minutely stating all the particulars which my case might warrant, and my feelings dictate. I must contend, however, that Lieutenants have rights as well as Captains, and that Captains are as much in duty bound to comply with all orders and permits granted by the Department, as Lieutenants are those from their commanders. I feel a confidence from your many friendly favours, to select you as a friend, and to request you will represent me to the Navy Department in that way you may think most proper. I am, with the highest esteem and respect, your obedient servant,

(Signed) JOEL ABBOT.

Hon. JOHN HOLMES, *Senator in Congress.*

LIEUTENANT ABBOT,

SIR: I wrote you a few hasty lines this morning expressive of my opinion of the course which would be magnanimous for you to pursue. I have reflected much on the subject since, and am more and more convinced of the propriety, nay, the very great advantage which would result to you from such a course. Your punishment has been already fixed, but the President has the power to remit it altogether, and restore you to the service, if you show by your conduct that you have had in this business the *good*, and *the good only*, of the service at heart. I think I can venture to assert that he would do so. Mr. Monroe is a patriot and soldier, and would be able justly to appreciate the noble daring with which you stept forward to expose what you considered to be frauds in one high in power; he would equally admire the magnanimity with which you acknowledge your error when ascertained, and the candour with which you did justice to an innocent man. Your having asked the Court for time this morning, does not alter the case; they will suppose that your mind was labouring with the idea, and that you did not like to decide without consulting some of your friends. Reflect well upon what I have said. I have no interest in this except as a friend to the Navy, and one who has made use of his humble talents for its advancement. *But you know, and I know*, that one of the members of the Court is your friend. He is a high minded man; consult him, and I dare venture to say his advice will jump with mine if you deserve it. You shall at some future period know who I am. DACRES.

LIEUT. ABBOT,

SIR: Now is the time to show the purity of your motives, and the magnanimity of your mind. The Court now in session, after going over the evidence produced before the other Court, will come to the same conclusion.

Captain Hull will be acquitted. Now then is the time for you to prove that the strong reports which were in circulation, and a regard to the public interest alone influenced your conduct. Say to the Court, when you are called, that, having brought before the Court Martial all the evidence which you could collect, and they not having proved what you expected, you are constrained to believe that Captain Hull is innocent, and that, from the ardour of your feelings, you have done injustice to him. The whole country, from Maine to Georgia,

will ring with praises of your patriotism and magnanimity, you will heal the wounds inflicted on the Navy by these unfortunate circumstances, the friends and enemies of Captain Hull will equally applaud you, and your name will stand second to none in the Navy. DACRES.

Baltimore, August 20.

If Lieutenant Abbot will write to Lieutenant Smoot, of the Macedonian, at Norfolk, he will furnish him with important matter against Captain Hull. It is no less than that Lieutenant Pearce declared to him, after he was struck with death, that to Captain Hull he attributed his death, as well as every disaster that had befel the Macedonian, for his neglect in having her cleaned before he left her. I have this information from Mr. Lyford, at Norfolk.

Your's, A FRIEND.

Navy-Yard, Charlestown, Mass. Aug 22, 1822.

SIR: In pursuance of an order, I visited Lieutenant Abbot this morning, and have the honour to inform you, that I found him entirely unable to appear before the Court, in consequence of an attack on his brain, producing mental alienation. Very respectfully, I have the honour to be,

Your obedient servant, JOHN A. KEARNEY.

To Com. JOHN RODGERS, *Surgeon of the Yard.*
President of the Court of Enquiry.

Navy Yard, Charlestown, Mass. August 23, 1822.

This certifies that I have visited, this morning, Lieutenant Joel Abbot, found him much better than yesterday; but he is weak, has no appetite, and is too unwell to appear to-day before the Court. WM. BIRCHMORE,
Surgeon's Mate, U. S. N.

Navy-Yard, Charlestown, Mass. Aug 24, 1822.

This certifies, that I have seen, this morning, Lt. Joel Abbot, and that he continues too much indisposed to attend the Court to day; but will, probably, have recovered sufficiently by Monday. WILLIAM BIRCHMORE,
Surgeon's Mate, U. S. Navy.

VARNEY—*Iron Affair.* Mr. V. eight years ago, was a common forge-man, or striker: has had no apparent means of acquiring property, except by his situation in the Navy-Yard, and which has risen to master-workman; is now reported to be worth about 10,000 dollars.

Great quantities of old iron, from the ships' gun carriages, &c. he has received from time to time, and which, I believe, has not been strictly accounted for by him; by which method, I suppose he may have come by a part of his money; having it in his power to manage it, by charging it for new, and no one but himself knowing any thing about it. Mr. V. commenced at the Navy-Yard at about fourteen or fifteen dollars per month, and has never had more than $2 50 per day, and was very poor when he went there. He has had as good an opportunity to manage the iron concern, as Mr. F. had the pay-rolls; and from appearances, he has improved his opportunity. Mr. Barker, whose duty it is to make out all requisitions for iron, and inspect all that is brought to the Yard, has never been consulted or acquainted with the purchasing or inspecting the iron, although he has frequently complained to Captain Hull of the improper purchasers of iron, and that the management of the iron was illegal and improper; but Captain Hull never took any measures, on these complaints being made, that his duty should have compelled him to do. From appearances, there can be but little doubt, that there has been fraud in the management of the iron, but from the intricacy of the management, it may be very difficult to come to the criminating point The neglect of the duty of Captain Hull, however, is positive: and from that, inferences must follow: that large quantities of old

iron, from the ships' gun carriages, broken up to the amount of many tons, have been delivered to the charge of the master *smith*—no account rendered, but at the smith's discretion—and not regularly weighed, and charged on the Navy-Storekeeper's books.

Captain William Calvin, was employed by Mr. Peirce, master-joiner, to drive a team in the Navy-Yard. At the time he was employed in driving this team, on public service, he was frequently broken off from the public work, and his team promiscuously taken to any pile of public timber in the Navy-Yard, where it was loaded, and the timber taken to the houses which Captain Hull was building or repairing, at Chelsea Bridge. Henry Blesdell, jun. belonged to the above team, and worked at this time with William Calvin. Calvin resides near the Navy-Yard gate. Blesdell resides near the Marine Barracks.

William G. Pullick, painter, corner of Leverett-street and Leverett place, worked on Captain Hull's houses; took all his paints from the Navy-Yard, and while employed on Hull's houses, was mustered in the Navy-Yard, and paid off by the purser.

Jesse Wilson, joiner, lodges at Richards' Tavern, was employed in the Navy-Yard: worked on Captain Hull's ten-feet buildings; mustered, and received his pay from the Navy-Yard.

The master-joiner, Mr. Peirce, is knowing to all this story.

Navy-Store, Charlestown, July 17, 1816.

SIR: My not having received an answer to my letter of the 12th of April, induces me to make the following enquiry: whether it would be indecorous in me to ask the Secretary of the Navy to direct a window to be opened at the south end of my office, when he visits the Navy-Yard. When his letter to you, under date of the 2nd of January, 1816, *respecting me*, expressly says—"I request your attention and indulgence towards him, as far as may be consistent with public duty; and you will be pleased to accommodate him at the Navy-Yard, with a room for his office, and in every other way in which you can render his situation agreeable to him. A regard to his former services, and respect to his personal merit, induces me to recommend Major Gibbs to your benevolent disposition."

Respectfully, I am, &c.

ISAAC HULL, *Command'g N.Yd. Charlestown.* C. GIBBS.

(COPY.) *Navy Department, January 2nd*, 1816.

SIR: Major Gibbs, the Naval store keeper at Charlestown, is an old revolutionary officer of merit, who has held the station since the commencement of our Naval operations; I request your attention and indulgence towards him, as far as may be consistent with public duty; and you will be pleased to accommodate him at the Navy-Yard with a room for his office, and in every other way in which you can render his situation agreeable to him.

A regard for his former services, and respect for his personal merit, induce me to recommend Major Gibbs to your benevolent disposition.

I am very respectfully, your obedient servant,

B. W. CROWNINSHIELD.

Capt ISAAC HULL, *Commandant United States Navy-Yard, Charlestown, Mass.*

(COPY.) *Navy Department, January 4th*, 1816.

SIR: You will be allowed, from the first instant, two hundred and fifty dollars per year for house rent, which will be paid to you on presenting this letter to the Navy agent, as his authority for the payment.

I have this day written to Captain Isaac Hull, requesting him to accommodate you as far as possible in the Navy-Yard; and if you remove with your family to promote your comfort as far as lies in his power.

I am, very respectfully, your obedient servant,

Signed, B. W. CROWNINSHIELD.

Major GIBBS, *Naval store keeper, Charlestown, Mass.*

Navy Department, Accountant's Office, October 3d, 1816.

I certify that the within is a true copy of a letter on file in this office, with the accounts of Amos Binney, Esq. for the month of April, 1816.

CONSTANT FREEMAN, *Accountant.*

Washington, July 10th, 1816.

DEAR SIR: Your letter of the 5th has been received; I would gladly have made the representation you have requested, but that the Secretary of the Navy left this city for Salem on the 3d instant, I, however, doubt of success in such application, as there appears here a determination to make every man in New-England, feel for the folly of our wise men of the east: I have been made to feel most sensibly, and am determined to ask no more favours for myself; but to pursue the policy which all others have pursued i. e. to mind my *own* interest *first*, and *then* the intesest of the *public*. Had I pursued this course, I should have made some money, whereas now I have just got a lesson in the mode of making it; would you believe that, after demonstrating to the conviction of every man here, that I have expended $2700 pe year, for clerks, books, paper, rent, &c. they will allow it this office only $2000 per annum, making me a loser of seven hundred dollars a year, besides all my own time and hard labour, which you know has been equal to the labour of *any* one man in this country, and more than the labour of some slaves of men who have been liberally rewarded; so you see that I have more cause of complaint than you have. Although you deserve more, yet I assure you, you are allowed more than any other store keeper in the United States. I shall probably be at home by the last of the month, when I will tell you more about it. Your friend,

Major C. GIBBS. A. BINNEY.

1818. April 1. 2 men and a team and cart hauling eight large long planks from Navy-Yard, and blocks to lay them, to go in the Yard for a passage way.

July 31. 2 men, 2 yoke of oxen, and cart, hauling gravel for to cover Mr. Waldo's and Clark's yard.

August 5. Mr. Waldo's man wheeling shingle ballast two or three days, to cover his yard.

7 1 yoke of oxen and cart, and two men, hauling clay from the wharf to box round the drain from Ware's pump, and new drain to common sewer.

Sept. 16. *Memorandum Extraordinary.*

Wednesday, 4 men begun to dig the cellar.

23. 1 pair oxen and driver, 4 wheel drag

.. 1-2 day, 2 labourers to attend hauling stones for cellar, C. H new cellar.

25. 1 pair oxen, stone boat, a man and driver..1-2 day.

26. do do. do. do. do.

29. 1 pair oxen and 4 wheel drag, 1 man and driver..1 day.

October 1. 1 pair oxen, stone-boat, driver, and two men..1-2 day.

2 1 pair oxen, do driver..1-2 day.

.. Omitted 23d Sept viz. 1 voke oxen, cart, and 2 men, hauling timber for the house, and lime, &c...all day.

3. 1 yoke oxen and 2 men, and stone-boat..1-2 day hauling stone from Adam's wharf.

5. 1 yoke oxen, and two men hauling stone in stone-boat..1-2 day.

6. 1 yoke oxen, two men, hauling the house frame on the building spot, and hauling stones from the wharf.

7. 1 yoke of oxen and cart to bring plank from Tapley's wharf for cellar. The same cart, &c. carting clay,* four loads from navy wharf. dug on the flats, loaded into scows. Landed on the United States' wharf by men employed in the U. S. service, and then carted to the new house.. all day.

* This clay was to box the walls of Capt Hull's new house

1818. Oct. 8. 1 yoke of oxen and stone boat, with 2 men hauling stone..1-2 day
9th 12 o'clock, Two carpenters, Snow and Wait, with a hand cart, brought from the Navy-Yard 15 good boards, say 12 by 15 feet wide 1 pair oxen and 2 men, and stone-boat, hauling stone..1-2 day.
10. 1 pair oxen, cart, and 2 men, bringing in a load of boards from Tapley's wharf.
12. 1 pair oxen, stone-boat, and two men..1-2 day hauling lime and stone.
13. 1 pair oxen, stone boat, and two men, 1-2 day, hauling stone, laths, &c.
16. Six large pieces of timber out of the Yard to set the removed shop upon, 12 inches square.
17. Large stone for step to front door, and several large ones in the cellar steps.
20. Several loads of clay from the wharf, to go round the sill of the house.
24. 4 large iron bars for the chimney's fire places.
.. 2 iron cranes do. do. do. do.
.. 1 pair oxen, two men, hauling stone..1-2 day.

1817. *From the purchase to 9th April, continual work.*

April 9. Saturday at three o'clock the sale commenced, as soon as over, carpenters, masons, painters, and glaziers, were set at work repairing and priming of the corner of the house, digging and clearing out of the cellar, laying large new spruce sleepers, and new planking the whole, new cellar and outer door, making a new stack of chimneys in the kitchen ; new window sashes and glazing, new shingling part of the kitchen and wood house, new platform and pillars repaired, front door, repairing window blinds, &c.
10. Five men, with Mr. Walton, and an ox team, removing trees, fences, and old necessary, filling up holes made by posts and trees, being taken up; carpenters using stuff for the use of the house, &c. out of the Yard. Cills of G. Brown's building, out of the Yard, using a quantity of large spikes in removing the building, and fixing it on the cills.
11. Five men with an ox team, employed in bringing old bricks and stones out of the Navy-Yard, to fill up holes, &c. in the yard and garden, and bringing W. O. timber, eight pieces, 8 inches square, for to support the floor of the house, and to remain there in the cellar.
12. Five men and 1 yoke of oxen hauling stone from S. P. wharf, for the cellar wall next to Captain Barker's, and clearing away old stuff. Carpenters getting from the joiner's shop in the Yard, wide seasoned boards for pannels of doors and window shutters, &c.
14. Five men assisting in removing kitchen end and old stuff, and one yoke oxen hauling stone and timber for cills, posts, and plates.
15. The same as yesterday.
16. Much the same as yesterday, except one yoke of oxen added, to bring stone and remove old rubbish.
17. The kitchen end removed to its place, having the same laborers from the Yard, and twelve pieces of square pine timber, 8 to 10 inches square ; oxen and man hauling stones for cills, &c.
18. Pair oxen and one man drawing stone.
19. do. do. drawing lime and stone, 2 sash lights, eighteen squares of glass, from Macedonian, for the barber's shop.
21. The same as yesterday.
22. do. do. do.
23. One pair oxen and one man hauling stone.
24. do. do. do. and lime.
25. do. do. do. 4 pieces pine timber, 15 feet long, 10 inches wide, for cills. A number of joists for flooring

braces, and four pieces of the same dimensions of the cills, for posts to the wash houses.

April 26. The oxen and one man hauling stone as usual.

28. One pair oxen and one man hauling stone and lime.

29. Two pair oxen and two men half a day, hauling stone and lime, and *two large hammered stone steps belonging to the back store*, to place over the wall. Two men with barrows wheeling dirt, and cleaning away rubbish. 8 seasoned pine boards about 14 inches wide, from carpenter's shop.

30. Two yoke of oxen and 2 men hauling stones. 3 long seasoned plank, 2 1-2 inches thick, 12 inches wide, and two men laden with *plained* seasoned wood, looking like parts of doors, from carpenter's shop.

May 1. Walton, with ten or twelve men belonging to the Yard, moving fence, wheeling dirt; one yoke of oxen and one man hauling lime and stone.

2. Two yoke of oxen and two men, hauling stone and sand all day; one piece of best W. O. timber *seasoned*, 15 inches wide, and 12 feet long, 8 inches thick, for stools for doors.

3. One yoke of oxen and one man hauling stone; Walton and four men moving fence and clearing away rubbish.

May 5. One yoke of oxen, one man, hauling stone and lime.

6. 2 yoke of oxen and 2 men carting sand. Walton with 8 or 10 men moving fence; four large pannel doors made and brought from the carpenter's shop; several large long white oak slabs from the Yard for drains.

7. Window frames from carpenters' shop, and several wide season boards from the same place, for the new house.

10. 1 yoke of oxen and 1 man hauling lime, sand, and stone, and laying a drain with pine plank from the Yard.

12. 1 yoke of oxen and 1 man hauling sand and lime, several square pieces of square pine timber from the Navy-Yard; sheet lead for spouts, &c. &c. 14th inst. Pieces of sheet lead and lead for pipes to spouts. Old house, several pieces large square timber for roof of new house. 1 man and ox team hauling timber for the roof of the new house.

15. 1 yoke of oxen and 1 man hauling sand.

16. 2 yoke of oxen and 2 men hauling the timber, &c for the roof, to the new house from the lower part of the Navy-Yard.

17. 2 yoke of oxen, cart, and 1 man hauling sand principally all day.

19. Monday, one or two large pieces of pine timber taken from the Yard for cills or beams for the house out of the Yard, for *Shannon*.

22. 1 ox team and 1 man hauling sand from the wharf.

26. do. do. do. do. do.

29. 1 man and ox team hauling stones from the wharf.

Memorandum. One large lamp and frame fixed at the front door of the double house. 1 large iron bar for the mantle piece to the kitchen, new house. 1 large crane and appurtenances. 2 cellar window round iron bars, new house 1 iron crane and appurtenances, and 2 iron bars for mantle pieces for the old house. 1 man wheeling broken bricks, and filling round the front of the new house with gravel, &c. pr.

July 12. Six yellow pine posts in front of the house Mr. Clark occupies, and frames round the trees in front, taken from the Yard; the master joiner of the Yard and two men, two days fixing them. 4 hammered stones for steps at the new house taken from the Yard. 2 oak posts taken from the Yard for the front gate, between the new house and Clark's. One man nearly two days wheeling shingle ballast from the Navy wharf, for gravelling the yard, &c. new house. A number of new bricks taken from the Yard for a drain in new house cellar.

Sept. 24. One man half a day white washing Mr. Waldo's garden fence; the man and white wash from the Navy-Yard.

Sept. 25. Two masons, and one man wheeling bricks and sand for the front side walk of Mr. Waldo's house, from the Navy-Yard; the three men employed in the Yard detached to do this work

9. One man painting the front fence of Captain Hull's old house, half a day; paint and man from the Navy-Yard.

25. Two labourers digging post holes round the old cellar in front of Capt. Hull's old house, and three carpenters setting 19 posts from the Navy-Yard, and making fence..one day and a half each.

Memorandum, December 10, 1816.

Brads,	6*d*.....	2 inches.....	3 1-2 lbs. to the thousand.
Do.	5*d*	3 3-4 inches.....	2 3-4 lbs....do....do.
Do.	4*d*.....	1 1-2 inches.....	1 3 4 lbs....do....do.
Do.	3.....	1 1-4 inches.....	1 1-4 lbs....do....do.
Do.	2*d*.....	1 inch.....	12 oz .....do....do.
Do.	1 1-2*d*....3 4 inch.....		8 oz.....do....do.
Do.	1*d*.....	1-2 inch.....	4 oz.....do....do.

1818. *Isaac Hull, Esqr. Dr. to Ephraim Eliot.*

May 22.	1-2 lb. Huxam's Tincture, & ph.....		85	
23.	1 oz. Extract of Butternut,.....		25	
30.	1-2 lb. Sweet Tincture of Rhubarb,.....		75	
	3-4 Huxam's Tincture,.....		1 12	
	7 oz Tincture of Myrrh,.....		33	
	9 oz Paregoric Elixir,.....		56	
	1 B. Henry's Magnesia,.....		1 00	
				4 86
June.	3-4 lb. Huxam's Tincture,.....		1 13	
	3 oz. Tincture Cinnamon, Laudanum, & ph.....		30	
				1 43
July 3.	1 1-4 lb. Red Bark and Snake Root,.....		52	
	3-4 lb Huxam's Tincture,.....		1 13	
	1 bottle Peppermint,.....		25	
8.	1 Blister Plaister,.....		28	
	2 1-2 oz. Red Bark and Snake Root,.....		1 04	
16.	1 1 2 lb. Huxam's Tincture,.....		2 25	
	4 oz. Wines of Antimony, and Ipecac. and ph.....		56	
	1 1-2 oz. Blistering Salve,.....		25	
	1 1-2 lb. Yellow Wax,.....		24	
	1-2 oz. Palm Oil,.....		3	
27.	1 1-2 Blistering Salve,.....		25	
	5 1-2 Tincture of Rhubarb and ph.....		56	
				7 36
Aug. 4.	1 1-2 lb. Huxam's Tincture,.....		2 25	
10.	4 oz. Powdered Red Bark,.....		1 50	
	20 Pills of Calomel and Opium,.....		20	
18.	1 1-2 lb. Huxam's Tincture,.....		2 25	
	1 2 lb. Tincture of Rhubarb,.....		75	
26.	1-2 lb. powdered Red Bark,.....		3 00	
	10 oz. Tincture of Rhubarb,.....		94	
	1 1-2 oz. Extract of Butternut,.....		37	
30.	1 1-2 lb. Hexam's Tincture,.....		2 25	
	1 B. Henry's Magnesia,.....		1 00	
	1 B. English Essence Peppermint, (26th,).....		40	
				14 91 1-2
Sept. 11.	1 1-2 lb. Huxam's Tincture,.....		2 25	
	1-2 lb. Sweet Tincture Rhubarb,.....		75	
	10 oz. Red Lavender,.....		46	
	4 oz. Tincture Cinnamon and ph.....		43	
	2 oz. Spirits of Hartshorn,.....		13	

	2 oz. Laudanum,.....	50	
	1 B. Henry's Magnesia,.....	1 00	
	1 B. English Peppermint,.....	40	
	4 oz. Antimonial and Ipecac. Wines,.....	50	
			6 42
Nov. 5.	9 oz. Spirits of Hartshorn,.....	42	
	2 oz. Nitric Acid,.....	20	
	Flint stopt Phial,.....	25	
	1 1-2 oz. Laudanum,.....	37	
	1-2 lb. Tincture of Cinnamon,.....	75	
	4 oz. Sweet Tincture of Rhubarb,.....	38	
	4 ox. Tincture of Myrrh and Phial,.....	25	
	2 B. Henry's Magnesia,.....	2 00	
	1 1-2 lb Huxam's Tincture,.....	2 25-6 87	
	Accompt rendered in January, 1819,.....		$41 85 1-2
1819.			
Feb 26.	2 B. Henry's Magnesia,.....	2 00	
	9 1-2 oz. Sweet Tincture of Rhubarb,.....	90	
			2 90
April 5.	2 B. Henry's Magnesia,.....	2 00	
	1 lb. 10 oz. Huxam's Tincture,.....	2 44	
July 1.	1 B. Henry's Magnesia,.....	1 00	
	5 1-2 oz. Elixir Vitriol,.....	34	
	1 B. Soda Powders,.....	50	
	2 oz. Laudanum and Phial,.....	56	
	8 oz. Red Lavender,.....	46	
	5 oz. Tincture of Cinnamon, ...	46	
25.	7 1-2 oz. Nitric Acid.....	75	
	Flint stopt Bottle,.....	37-8 79	
	Supra.....	Cr	53 54 1-2
Sept. 20.	By transfer to the United States Navy-Yard Department,....		53 54 1-2

Errors excepted. EPHRAIM ELIOT.

1819 *The United Navy-Yard Department Dr. to Ephraim Eliot.*

Sept. 20. For Sundries charged to Isaac Hull, Esqr. from May, 1818 to July 25, 1819, transferred by said Hull's direction,....53 54 1-3

Cr. by Cash from Amos Binney, Esqr. Navy Agent,..... 53 54 1-2

EPARAIM ELIOT.

1819. *Isaac Hull, Esqr. Dr. to Ephraim Eliot.*

Dec. 23.	10 oz. Tincture of Rhubarb,.....	94
1820.	5 oz. Asthmatic Elixir,.....	31
Apr. 13.	1 1-2 lb Huxam's Tincture,.....	2 25
June 25.	1 1-2 lb. Huxam's Tincture,.....	2 25
Sept. 18	2 oz. Nitric Acid, ...	25
Dec. 4.	1 B. Henry's Magnesia,.....	1 00
	2 oz. Nitric Acid 25, Flint stopt Bottle 25,.....	50
1821.	Mixture for a Cough and Phial),.....	44
Jan. 26.	2 B. Henry's Magnesia,.....	2 00
Mar. 2.	2 oz. Nitric Acid,.....	25
	Supra.....Cr.....	$10 19
	By Cash of Samuel Kidder, Druggist in Charlestown, April, 1821,...	10 19

EPHRAIM ELIOT.

(Copy.)

Sir: During my absence from this station, on leave of absence from Commodore Isaac Hull, my pay amounted to $ 589 or thereabout; which amount Mr. Deblois, the purser here, has paid me; but fears, as I was not actu-

ally performing duty on this station, that he may have erred in making this payment Anxious to relieve him from such a belief, I beg, sir, you will sanction the course he has pursued.

I am aware, sir, I need not instance similar cases to my own, to justify my claim; yet, that of Captain Carter, who lived at Richmond, Lieutenant Sloat, at Norwich, and others, not necessary to enumerate; the former, who never appeared at New-York; and the latter never did any duty; yet they both received from the purser of the Navy-Yard, their pay, &c. regularly.

Your early attention to the above, will confer *a lasting obligation*, on, sir, your most respectful and obedient servant,

(Signed,) J. PERCIVAL.

Col. CONSTANT FREEMAN, *Fourth Aud'r of the Treasury.*

U. S. Frigate Macedonion, Charlestown Navy-Yard, Mass. Aug. 27, 1818.

I do certify the aforegoing to be a true copy of a letter I received from Lieutenant Percival, on the 2nd of September, 1818.

CONST. FREEMAN, *Fourth Auditor.*

Treasury Department, Fourth Auditor's Office,
3rd September, 1818.

(COPY.)

SIR: I have received your letter of the 27th ultimo. If you were considered by Com'dore Hull, as attached to the Charlestown station, during your leave of absence granted by him, his sanction to the account and payment, will be sufficient authority for the Purser to settle with you for the balance.

I am, Sir, respectfully, your obedient servant,

(Signed,) CONST. FREEMAN, *Auditor.*

Lieut. JOHN PERCIVAL, *U. S. Navy, Boston.*

I do certify the aforegoing to be a true copy of the letter I wrote to Lieutenant Percival, in answer to his to me, dated on the 27th of August, 1818.

CONST. FREEMAN, *Fourth Auditor.*

The United States' Navy Department

1817. *To Isaac Hull, Dr.*

Aug. 15.	For five thousand one hundred and eighty-six square feet of Land, purchased by the United States, for the extension and improvement of the Navy-Yard, at Charlestown, Massachusetts, bounded and described as per deed thereof, from Isaac Hull to the United States, dated this day, 15th of August, 1817, reference thereto being had, and to the papers annexed, containing the appraisement of the same, at seventy five cents per foot, ...	Feet. 5,186		
	Deduct, per agreement, one hundred and fifty-two feet of the above, exchanged for the same quantity left out of the Navy-Yard, in consequence of running the line of the Yard straight; the sole right and title to which, is vested in Isaac Hull, Esq. by this Exchange,	152		
		5,034	Cts. at 75	$ 3,775 50

Boston, August 15, 1817.—Received of Amos Binney, Esq. Navy-Agent, three thousand seven hundred and seventy-five dollars and fifty cents, in full of the within bill, for which I have signed duplicate receipts.

(Signed,) ISAAC HULL.

(COPY.) *Navy-Department, Nov. 4, 1816.*

SIR: Captain Isaac Hull having offered to this Department a strip of Land adjoining the Navy-Yard, at Charlestown, upon such terms as induce me to accede to the purchase, I have to request of you to cause a survey of the quantity, and estimate the amount in a fair proportion to the value of the whole, and your requisition for the sum shall be complied with.

I am, very respectfully, your obedient servant,

(Signed,) B. W. CROWNINSHIELD.

AMOS BINNEY, Esq. *Navy-Agent, Boston.*

A Copy. attest. (Signed,) A. BINNEY.

(COPY.) *Boston, May 20, 1817.*

GENTLEMEN: In compliance with authority from the honourable the Secretary of the Navy, under date of I have named you a committee to appraise a gore of Land, adjoining the United States' Navy-Yard, Charlestown, from a point at the south gate, on Water-street, and running north-west towards the Turnpike; which gore Captain Hull has sold to the United States, for the improvement of the Navy Yard.

You will carefully estimate the number of square feet of Land thus to be added to the Yard; describe the same by metes and bounds; and adjudge the relative value thereof, compared with the price paid by Captain Hull for the whole Lands he purchased from the heirs of David Woodward and others; the cost of removing buildings, fences, &c.; the value of the improvement to the United States, and the value of the residue of the lands yet held and owned by said Hull: all which please to report to me in writing, as early as convenient, with your bill of charge for the trouble and expense of executing commission. It is proposed that you meet Captain Hull and myself at the Navy-Yard, for this purpose, on Saturday next, at three o'clock, P. M. if convenient to you. Respectfully, your obedient servant,

(Signed,) AMOS BINNEY, *Navy-Agent.*

To Messrs. NATHAN ADAMS,
JOSIAH BARKER,
JOHN TAPLEY,
Charlestown.

Boston, May 20, 1817.

I agree that Messrs. Nathan Adams, Josiah Barker, and John Tapley, shall appraise and fix the value of the Land which the United States propose to purchase of me for the improvement of the Navy-Yard, Charlestown.

(Signed,) ISAAC HULL.

SIR: In compliance with the instructions contained in your letter of the 20th ult. to us, we have carefully examined, and herewith return you a description, with a schedule of the gore or piece of land therein specified: to wit:—

Commencing at a point twenty-two feet two inches from the southern entrance to the Navy-Yard, Charlestown, Massachusetts:—

Thence running north-westwardly, (N. N.W. quarter W.) 134 feet.
Thence eastwardly, (E. 3 degrees N.)..... 82 feet.
Thence back to the starting point southwardly, (S. by W. 126 feet.
and containing about five thousand one hundred and eighty-six square feet. 5,186 sq. ft.

The above comprises the extent, position, and the number of square feet contained therein, and is bounded as follows, viz:—

Easternly and Northernly, by the Navy-Yard.
Westernly, by land of Captain Isaac Hull, and coming to a point.
Southernly, on lands owned as above.

WE, moreover, are of opinion, that as the Navy-Yard is highly improved and benefitted by this addition to it, and the estate of Captain Isaac Hull is thereby permanently reduced and considerably impaired, and consequently

lessened in comparative value, by this division; that the price of seventy-five cents per square foot, is a fair and equitable equivalent for the same.

In testimony whereof, we have hereunto set our hands and seals, this eighteenth day of June, in the year of our Lord one thousand eight hundred and seventeen.

(Signed,) NATHAN ADAMS. SEAL.
Signed, sealed, and delivered, (Signed,) JOSIAH BARKER. SEAL.
in presence of us. (Signed,) JOHN TAPLEY. SEAL.

(Signed,) B. H. FOSDICK.
(Signed,) CHAS. F. WALDO.

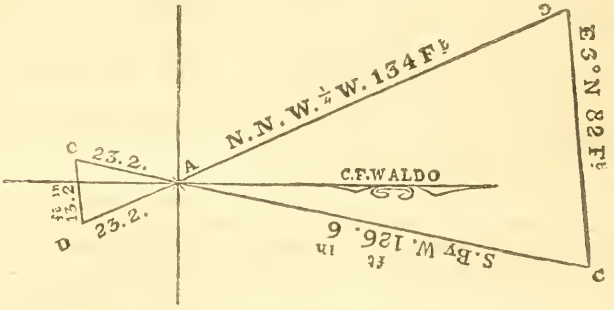
AMOS BINNEY, Esq. *Boston.*

In addition.—The smaller gore or piece of Land, marked in the schedule *a. d. c.* is a part necessarily shut out of the Navy-Yard, to which it belongs, by running the wall straight; and runs from the same starting poinr—

Southernly,.....23 feet 2 inches,
Thence Easterly,.....13 feet 2 inches } 152 square feet.
Thence back Northernly,..... 23 feet 2 inches.

and contains one hundred fifty-two square feet. This, Captain Isaac Hull proposes to exchange for so many square feet in the first mentioned piece of Land, leaving the net contents of five thousand and thirty-four square feet to be purchased by the United States, at the foregoing estimation.

SCHEDULE.



To all People to whom these presents shall come, Greeting:

KNOW YE, That I, Isaac Hull, of Charlestown, County of Middlesex, and Commonwealth of Massachusetts, Esquire, for and in consideration of thirty-eight hundred and eighty-nine dollars and fifty cents, received of the United States of America, to my satisfaction and content, do hereby grant, bargain, sell, and convey, unto the said United States, a certain piece of Land, lying and being in Charlestown aforesaid, described and bounded as follows: that is to say, commencing at a point twenty-two feet two inches from the south gate or entrance to the Navy-Yard, Charlestown, Massachusetts; thence running north-westerly, one hundred and thirty-four feet; thence easternly eighty-two feet; thence back southerly to the point of starting, one hundred and twenty-six feet six inches; and containing about five thousand one hundred and eighty-six square feet, more or less; being bounded easterly and northernly by the Navy-Yard; westernly by land of Captain Isaac Hull; and coming to a point southerly on land owned as above. TO HAVE AND TO HOLD the above demised and described premises to the said United States forever.—And I, the said Isaac Hull, for myself, my heirs, executors, and administrators, do covenant with the said United States, that at the ensealing hereof, I am seiz-

ed in fee of the premises; that the same are free from all incumbrances; and that I will warrant and defend the same, against the lawful claims of all persons whatever.

In testimony whereof, I have hereunto set my hand and seal, this fifteenth day of August, Anno Domini eighteen hundred and seventeen; together with Ann M. my wife, as a relinquishment of her right of dower and of thirds, in the premises.

(Signed,) ISAAC HULL. SEAL.
(Signed,) ANN M. HULL. SEAL.

Signed, sealed, and delivered, in presence of

J. DEBLOIS,
JOHN SOLEY.

MIDDLESEX, ss.—*Charlestown, August* 16, 1817.

THEN personally appeared Isaac Hull and Ann M. Hull, and acknowledged the foregoing instrument, by them subscribed on the other side, to be their free act and deed, before me.

(Signed,) JOHN SOLEY, *Jus. Peace.*

MIDDLESEX, ss.—*Cambridge*, 19 *August*, 1817.

Received and entered in the Registry of Deeds, Book 217, page 390, &c.

Att. SAMUEL BARTLETT, *Reg.*

I certify, that the aforegoing, from page one to page seven inclusive, are true copies of the voucher and documents filed therewith, as appears from the originals, and attested copies of originals, accompanying the accounts of Amos Binney, Esq. as Navy-Agent at Boston, for August, 1817, Abstract M. No. 47, and included in his account adjusted and reported at this office, the 21st November, 1817.

CONSTANT FREEMAN, *Fourth-Auditor.*

Treasury-Department, 4th Auditor's Office, 14th March, 1822.

BE it remembered, that Constant Freeman, Esquire, who certified the within transcript, is now, and was at the time of doing so, Fourth Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, William H. Crawford, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused to be affixed the seal of this Department, at [SEAL.] the City of Washington, this fourteenth day of March, in the year of our Lord one thousand eight hundred and twenty-two.

WM. H. CRAWFORD.

Navy Department, Accountant's office, March 30th, 1816.

SIR: Those officers who have been directed to remain on the Boston station until further orders, will be paid by the purser of that station; who will immediately, on their receiving such orders, make up their accounts to the date thereof, pay them off, and transmit a copy of their accounts to this office. Chamber money can only be allowed to officers attached to vessels, which are not in a situation to accommodate them, and during the period only that the vessels are in such situation. Officers who are directed to remain at stations until further orders, and who cannot be accommodated in the public buildings, will also be allowed chamber money during their detention; in every case, however, it will be necessary that the commanding officer certify to the fact.

I am Sir, very respectfully, your obedient servant,

CONST. FREEMAN, *Accountant.*

Commodore ISAAC HULL, Boston.

Navy Department, Accountant's office, May 16th, 1816.

SIR: The Secretary of the Navy has directed that no allowance for chain-

ber money be made to any officer other than those who are actually attached to a vessel not in a situation to accommodate them, by reason of such vessel undergoing repairs; consequently, if the purser of your station shall have paid any of the officers discharged from vessels laid up, and who were directed to remain on shore at Boston until further orders, for chamber money, in virtue of a letter to you from this office of the 30th March last, you will please direct him to deduct the amount thereof in his next settlement with them,

I am Sir, very respectfully, your obedient servant,

T. H GILLIS, *for the Account. of the Navy.*

ISAAC HULL, ESQ. *Commanding officer, Navy-Yard, Boston.*

Navy-Yard, Charlestown, Massachusetts, July 17th, 1817.

SIR: I am daily applied (to, by some one of the officers on this station for chamber money, and from the orders under which many of them have joined the station, I am much at a loss to whom to allow it, and whom to refuse; nor can I ascertain by referring to your letter of the 16th May last, as many of the officers, though not on duty on board the ships in ordinary, are actually on their books, and receiving pay as [such] cash. The Captain and all, or nearly all, the officers of the Macedonian, are attached to that vessel, yet but few of them here; several officers are also attached to the Constitution who are not on duty, consequently I am in doubt whom to pay and whom to refuse. I will therefore thank you to state to me, as particularly as possible, what officers will be allowed chamber money; whether all on the books of the establishment, or whether those only who are actually on duty. I have the honour to be, sir, with sentiments of great respect, your obedient servant, (Signed) ISAAC HULL.

CONSTANT FREEMAN, ESQ. *4th Auditor of the Treasury, Washington.*

Treasury Department, 4th Auditor's office, 26th July, 1817.

SIR: Your letter of the 17th instant has been received and submitted to the Secretary of the Navy for his decision, and I am requested to state to you, that general regulations are now making out relative to the extra allowances to officers of the Navy, and so soon as they can be prepared, you will receive a copy thereof for your future government. I am, sir, respectfully, your obedient servant, CONSTANT FREEMAN, *Auditor.*

Commodore ISAAC HULL, *Boston.*

Navy-Yard, Charlestown, September 30th, 1820.

SIR: On referring to your letters to me under date of the 30th March and 16th May, 1816, and one to Mr. Deblois, of the 18th July, 1820, I am very much at a loss to determine whether the officers on this station are to be allowed chamber money or not. Your letter under date of the 16th May, 1816, to which Mr. Deblois is referred, goes to say, that "no allowance be made to any officer, other than those who are actually attached to a vessel not in a situation to accommodate them, by reason of such vessels undergoing repairs; consequently, if the purser of your station shall have paid any officer, discharged from vessels laid up, and who are directed to remain on shore at Boston, waiting further orders, for chamber money, in virtue of a letter from this office of the 30th March last, you will please direct him to deduct the amout thereof (in) his next settlement with them."

On receipt of those letters, I examined the orders of the officers, and found that they have either been directed to report for duty on board of some one of the ships in ordinary, or for duty in the Yard. I believe there is not, at this time, any officer on this station, whose orders are to remain on the station for further orders: of course, as the officers that were to report as being attached to the ships in ordinary, and to the Yard, for duty, we considered on the same footing; as they were doing the same duty and as there was no vessel on the station in a situation to receive them, and no quarters for them in the Yard, I considered them as being entitled to chamber money, and have heretofore signed their accounts. Will you be pleased to inform me, whether the construction put on those orders by me, was correct; and if not, who is to be paid chamber money, and who is

not? I should be much pleased to be informed as soon as it can conveniently be done, as the accounts are now making up. Very respectfully, your obedient servant. Signed, ISAAC HULL.

CONSTANT FREEMAN, Esq. *4th Auditor, Treasury Department, Washington.*

Treasury Department, 4th Auditor's office, 4th October, 1820.

SIR: I have received your letter of the 30th ultimo; there has not been any further regulations adopted by the Navy Department, on the subject of chamber money, since those communicated to you on the 16th May, 1815. I do not think that your construction put on the orders referred to you is correct; officers ordered to vessels in ordinary should live on board; and many of them have been attached to vessels or stations for the express purpose of giving them full pay; and in almost, perhaps, every instance of that kind, the Secretary has refused to allow them chamber money; hence the necessity of submitting every case for his decision. He has it in contemplation, I am informed, to establish regulations relative to chamber money, house rent, &c. Perhaps if you were to address him on the subject, it might facilitate the business. I am, sir, respectfully, your obedient servant, CONSTANT FREEMAN, *Auditor.*

Commodore ISAAC HULL, *United States Navy, Boston.*

Navy-Yard, Charlestown, October 9th, 1820.

SIR: I have the honour to enclose you a copy of a letter from me to the 4th Auditor, and his answer on the subject of chamber money allowed to officers on this station, with my views for having allowed it. In his answer, he appears to be under the impression that I put a wrong construction on the orders alluded to, and that the officers ought to have lived on board the ships in ordinary. That was done for one or two winters after I came here, but we found the men and officers so uncomfortable and sickly, from the state of the ship, and the risk of an immense fire, they were obliged to keep up night and day, to keep them comfortable, with the expense of fire-wood and the injury done the ship by their living on board, that the expense was greater, independent of the risk of fire, than it would be to pay the officers their room money, particularly as there was at that time, but few officers on the station; the men were, in consequence, moved into a small wooden building, where they have since lived, and the officers were left to go to lodgings.

The Constitution and the Java are the only ships in ordinary, the former undergoing repairs, and the Java is not in a state to receive the officers, and make them comfortable for the winter; I have therefore to request that you will be pleased to give me further information on the subject. With very great respect, I have the honour to be, your most obedient servant,

Signed, ISAAC HULL.

Honourable SMITH THOMPSON, *Secretary of the Navy, Washington.*

Navy Department, November 10th, 1820.

SIR: In reply to your letter of the 9th October, I wish it to be distinctly understood, that all officers, actually on duty, for whom there are no accommodations at the Navy-Yard, or on board ships, are to be allowed chamber money, but officers placed on the rolls merely that they may have pay, and rations, are to receive no extra allowance whatever.

The officers attached to ships in ordinary are, in most instances, ordered for their own convenience, and cannot receive chamber money; these officers can form messes on board the ship Independence, and as many midshipmen may be transferred to that ship, for subsistence and lodging, as can be conveniently accommodated. There is a great number of officers not under similar orders, and it cannot be admitted to provide partially for those favoured with orders, and not for all the rest, who are equally entitled. I am, very respectfully, sir, your most obedient servant. SMITH THOMPSON

Captain ISAAC HULL, *Commandant, United States Navy-Yard Charlestown, Massachusetts.*

1818. *Isaac Hull Esqr to Park & Tolman Dr.*

Oct.	13,	To 50 feet 10 by 8 Glass, at	$8 00
	31,	To 2 cwt. White Lead at $15,	30 00
		To 15 gallons Boiled Oil at 1 62,	24 30
		To 50 lbs. Yellow Paint at 15 cents,	7 50
		To 2 gallons Spirits Turpentine at 1 12 1-2,	2 25
Nov.	3	To 21 Lights 10 by 8 Glass at 9 cents,	1 89
	9	To Glazing 13 Lights 10 by 8 Glass at 20 cents	2 80
		To 1 lb. Vitriol at 25 cents,	25
		To 30 lbs. Putty at 12 1-2 cents,	3 75
	10	To 67 Lights 10 by 8 Glass at 9 cents,	6 03
		To 3 lbs. Glue at 20 cents,	60
	19	To 25 lbs. Yellow Paint at 15 cents,	3 75
Dec.	12	To 2 gallons Boiled Oil at 1 75,	3 50
		To Paid Happing for Papering	5 50
		To J. H. Foster's Bill for Paper,	5 42
From Nov. 2 to Dec. 10,		To 27 Days Work at 175,	47 25

Received Payment of B. H. Fosdick, $152 79

PARK & TOLMAN.

1820. *Isaac Hull, Esqr to Park & Tolman Dr.*

June	20	To 40 lbs. White Lead at 14 cents,	5 60
		To 1 gallon Boiled Oil at $1 25,	1 25
	28	To 100 lbs. White Lead at 14 cents,	14 00
		To 2 gallons Boiled Oil at 1 25,	2 50
July	11	To 200 lbs. White Lead at 14 cents,	28 00
		To 10 gallons Boiled Oil at 1 25,	2 50
		To 17 Lights 10 by 8 Glass at 10 cents,	1 70
		To 1 gallon Spirits Turpentine,	75
		To 15 lbs. Verdigris at 75 cents,	11 25
Sept.	3	To 60 lbs White Lead at 14 cents,	8 40
		To 2 gallons Boiled Oil at 1 25,	2 50
	18	To 2 do. do. do. do.	2 50
		To 40 lbs. White Lead at 14 cents,	5 60
		To 6 Lights 10 by 8 Glass at 10 cents,	60
		To 60 lbs. Yellow Paint at 14 cents,	8 40

Received payment, $105 55

PARK &TOLMAN.

1-4 to the New House,

Boston, 27 *May*, 1817.

Isaac Hull, Esqr. bought of Boston Glass Manufactory,

250 Lights 14 by 10 Glass at 30 cents,		$75 00
64 do. 15 by 10 do. at 33 cents,		21 12

Boston, 26th June, 1817, received payment, $96 12

JOHN S. FOSTER, *Treasr. Bos. Gls. Mn'ry.*

1817. *Isaac Hull, Esqr. to Park & Tolman, Dr.*

Apr.	3	For 2 cwt. 2 qrs. 0 lbs White Lead at $16,	$40 00
		For 10 gallons Boiled Oil at 8*s*. 3*d*.	13 75
		For 3 do. Spirits Turpentine at 4*s*. 6*d*.	2 25
	10	For 1 cwt 0 qr. 0 lbs. White Lead,	16 00
		For 1 lb. White Vitriol, at 1*s*. 6*d*.	25
	13	For cwt. 0 qr. 0 lbs. White lead,	16 00
		For 1-4 lb. Prussian Blue at 30*s*.	1 25
June	27	For 3 cwt. 0 qr. 0 lb. White Lead at $16,	48 00
		For 10 gallons Boiled Oil at 9*s*.	15 00
		For 2 do. Spirits Turpentine at 4*s*. 6*s*.	1 50

July	10	For 60 lbs. Putty at 9*d*.....	7 50
		For 1 quire Sand Paper at 3*s*.....	50
		For 14 lbs. Glue at 1*s*. 6*d*.....	3 50
		For 20 lbs. Yellow Ochre at 9*d*.....	2 50
	26	For 8 lbs. Verdigris at 9*s*. 9*d*.....	9 00
		For Glass for Circular Sash,.....	1 62
			$178 62
Sept.	3	For 6 1-2 gallons Raw Oil at $1 12,.....	7 28
		For 3 do. Boiled Oil, at 1 37,.....	4 11
			$190 01
		Received payment, Boston, December, 1817,.....	100 00
			90 01
		15th February, 1818, by Cash, one hundred dollars.	
		Amount brought over,.....	$190 01
July	3, 1818,	To 14 lbs. White Lead at 15 cents,.....	2 10
		To 2 gallons Boiled Oil at $1 62,.....	3 24
		To 20 lbs. Putty at 12 1-2 cents,.....	2 50
May,	1817,	Paid Mr. Gray's Bill for Paper,.....	7 87
		Received payment, October 3, 1818.	$205 72

PARK & TOLMAN.

To *William Keith, Merchant, No.* 51, *Corn-Hill, Boston.*
Ebenezer Jackson, Painter, No. 57, *Water-street, Boston.*
William G. Fullick, Painter, corner of Leverett-street, Boston—GREETING:

YOU are hereby required to attend the Court of Enquiry now convened at the Navy-Yard, in Charlestown, by order of the Secretary of the Navy of the U. States, for the investigation of the official conduct of Captain Isaac Hull, at ten o'clock to-morrow (Friday) morning, then and there to give evidence of what you know relative to the subject matter of enquiry.

By order of said Court, witness my hand this twenty-second day of August, A. D. eighteen hundred and twenty-two.

GEO. SULLIVAN, *Judge Advocate.*

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT, ss. *Boston*, 22*d August*, 1822.

I have summoned the within named Keith, Jackson, and Fullick, to appear as within directed, by reading the same to each of them in their presence and hearing. HORATIO BASS, *Deputy Marshal.*

Fees $3 00.

Mr. Keith objects to going unless obliged so to do. HORATIO BASS.

To *William Parmenter, Samuel Jackson, jr. and William Taylor, of Boston, and Joseph Gould, of Charlestown*—GREETING:

YOU are hereby required to attend the Court of Enquiry now convened at the Navy-Yard in Charlestown, by order of the Secretary of the Navy of the U. States, for the investigation of the official conduct of Capt. Isaac Hull, at ten of the clock to-morrow (Wednesday) morning, then and there to give evidence of what you know relative to the subject matter of Enquiry.

By order of said Court, witness my hand this tenth day of September, A. D. eighteen hundred and twenty-two. GEO. SULLIVAN, *Judge Advocate.*

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT, ss. *Boston*, 10*th September*, 1822.

I have summoned the within named Parmenter and Taylor, to appear as within directed, by reading the same to each of them in their presence and hearing. HORATIO BASS, *Deputy Marshal.*

Fees $2 00. Gould summoned by Phineas Capen, Sept. 12. 1822.

To *Daniel Leman, of Charlestown, and Benjamin Whipp'e, of Charlestown*—GREETING :

You are hereby required to attend the Court of Enquiry now sitting at the Navy-Yard, Charlestown, on the conduct of Capt. Hull, as Commandant of the N. Yard, and testify what you know relating thereto. Witness my hand, this 3d September, A. D 1822. GEO. SULLIVAN. *Judge Advocate.*

To *Jonathan Pearson and Doctor Ephraim Eliot, of Boston*—GREETING :

You are hereby required to attend the Court of Enquiry convened by the Secretary of the Navy, under orders of the 31st July, 1822, for the investigation of Capt. Isaac Hull's official conduct as Commandant of the Navy-Yard at Charlestown, and to give evidence of what you know relative thereto.

Witness my hand, this third day of September, A. D. 1822.

GEO. SULLIVAN, *Judge Advocate.*

Doctor Eliot is requested to bring with him an exact copy of his account of the medicines supplied to Capt. Hull or his family, as the same stand on his books.

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT, ss. *Boston, September* 3, 1822.

I have summoned the within named Eliot to appear as within directed, by reading the same to him in his presence and hearing.

Fees $1 00. HORATIO BASS, *Deputy Marshal.*

To *Briggs Bennett, Aaron Hadley, Jonas Stutson, John Shannon, Nathaniel Turner, Harrison Wingate, John Peirce, all of Charlestown*—GREETING :

You are hereby required to attend the Court of Enquiry convened by the Secretary of the Navy, under orders of the 31st July, 1822, for the investigation of Capt. Isaac Hull's official conduct as Commandant of the Navy Yard at Charlestown, and to give evidence of what you know relative thereto.

Witness my hand, this third day of September, A. D. 1822.

GEO. SULLIVAN, *Judge Advocate.*

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT, ss. *Boston, 3d September*, 1822.

I have summoned the within named Hadley, Stutson, Wingate, and Peirce, by reading the same to each of them in their presence and hearing

Fees $4 00. HORATIO BASS, *Deputy Marshal.*

To *George Carlisle, of Charlestown, Mameluke Hayes, of Charlestown, John Peirce of Charlestown, —— Sawyer, a Blacksmith, of Boston*—GREETING :

You are hereby required to attend the Court of Enquiry convened by the Secretary of the Navy, under orders of the 31st July, 1822, for the investigation of Captain Isaac Hull's official conduct as Commandant of the Navy-Yard at Charlestown, and to give evidence of what you know relative thereto.

Given under my hand this sixth day of September, A. D. 1822.

GEO. SULLIVAN, *Judge Advocate.*

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT, ss. *Boston, 17th September*, 1822.

I have summoned the within named Carlisle, Hayes, and Peirce, to appear as within directed, by reading the same to them in their presence and hearing.

Fees $3 00. HORATIO BASS, *Deputy Marshal.*

To *Lewis Deblois, Esqr. lately Purser in the U. S. Navy-Yard, Charlestown*—GREETING :

You are hereby required to attend the Court of Enquiry convened at the Navy-Yard, Charlestown, by order of the Secretary of the Navy, for the investigation of the official conduct of Capt. Isaac Hull, *at ten of the clock to-morrow morning*, then and there to give evidence of what you know relative to the subject

matter of enquiry. By order of said Court, witness my hand this fifteenth day of August, A. D. eighteen hundred and twenty-two.

GEORGE SULLIVAN, *Judge Advocate.*

Mr. Deblois will be examined the first witness to-morrow morning.

UNITED STATES OF AMERICA

MASSACHUSETTS DISTRICT, ss. *Boston, 15th August*, 1822.

Pursuant to the within precept, I have summoned the within named Deblois, to appear as within directed, by reading the same to him in his presence and hearing. HORATIO BASS, *Deputy Marshal.*

Fees 50 cents.

GEORGE SULLIVAN, Esqr.

SIR: The witnesses I have summoned generally object attending the Court of Enquiry respecting Capt. Hull, on account of not receiving any pay for their former attendance at the Naval Court Marshal at Charlestown. Yours,

HORATIO BASS.

Deposition of Brockholst Livingston, of the city of New-York, Esquire, to the Interrogatories exhibited to him by Isaac Hull, Esquire, a Captain in the Navy of the United States, the said Brockholst Livingston being first duly sworn by Richard Riker, Recorder of the city of New-York, to declare the truth, the whole truth, and nothing but the truth. R. RIKER.

NEW-YORK, 2d Sept. 1822.

To the first Interrogatory. The deponent saith that he is acquainted with Isaac Hull, in this interrogatory mentioned; that he saw him in the city of New-York about the time in the same interrogatory mentioned.

To the second Interrogatory. He saith that he understood at that time from the said Isaac Hull, that he was then in pursuit of one Benjamin H Fosdick, otherwise called Benjamin Richborn, who had defrauded the United States, as was then alleged by the said Isaac Hull, while employed at the Navy Yard of the United States at Charlestown, in the Commonwealth of Massachusetts, where the said Isaac Hull then commanded, a very considerable sum of money.

To the third Interrogatory. The deponent saith that the said Capt. Hull applied to him on the business aforesaid, in his official capacity as an Associate Justice of the Supreme Court of the United States; that the object of such application on the part of the said Isaac Hull, was to obtain from this deponent an injunction to prevent the alienation of certain property, in which the said Isaac Hull alleged that the said Fosdick had invested part of the money of which it was said he had defrauded the United States as aforesaid; but the deponent not having access, at present, to his office or papers, cannot say with certainty what was done by this deponent on such application.

To the fourth Interrogatory. The deponent saith that he never had any reason to suspect or think, nor did he ever entertain the most remote suspicion that the said Isaac Hull was secretly connected with the said Fosdick, or that he had in any manner connived at the fraud which it was alleged that the said Fosdick had committed while at the Navy-Yard aforesaid.

To the fifth Interrogatory. The deponent saith that the said Isaac Hull did manifest at the time above mentioned a high sense of duty, and a very ardent, and, as this deponent then thought and still thinks, a very sincere and earnest desire to bring the said Fosdick to justice, and to secure the United States from any loss in consequence of the said Fosdick's misconduct as aforesaid, and that it appeared to this deponent that he put himself to very great trouble in the business, and no one, as far as this deponent could judge of his conduct, could have evinced greater solicitude and anxiety under the same circumstances.

To the last Interrogatory. This deponent saith that he knows of no other matter material to the said Isaac Hull to which he can depose, unless it be so to state that throughout the whole of this business, as far as the conduct of said Isaac Hull fell under the observation of this deponent, he acted in every respect as became a vigilant, zealous, and faithful public officer. B. LIVINGSTON.

Sworn before me, this second day of September, 1822.

R. RIKER, *Recorder of the city of New-York.*

Deposition of Robert Tillotson, of the city of New-York, Esquire, to the Interrogatories exhibited to him by Isaac Hull, Esquire, a Captain in the Navy of the United States, the said Robert Tillotson being first duly sworn by Richard Riker, Esquire, Recorder of the city of New-York, to declare the truth, the whole truth, and nothing but the truth. R. RIKER.

NEW-YORK, 10th Sept. 1822.

To the first Interrogatory. The deponent saith that he is acquainted with Isaac Hull in this interrogatory mentioned, that he saw him in the city of New-York about the time in the same interrogatory mentioned.

To the second Interrogatory. He saith that the said Isaac Hull applied to him, this deponent, for professional advice and assistance, in order to arrest the person of one Benjamin H. Fosdick, otherwise called Benjamin Hichborn, and also to prevent, by injunction, the transfer of personal property standing in the name of the said Hichborn in the Loan Office of the United States, and in several of the incorporated companies of the City of New-York, and also stock in the loans of this State.

To the third Interrogatory. This deponent saith that, to the best of his observation, the said Isaac Hull did evince both zeal and activity in endeavoring to recover the moneys alleged to have been fraudulently obtained by the said Fosdick or Hichborn, from the Government of the United States.

To the fourth Interrogatory. This deponent saith that great promptness and efficiency were indicated by Captain Hull in the execution of such measures as were deemed most adviseable to secure the Government from loss ; but this deponent is unable to state what personal expenses the said Isaac Hull incurred, though much time was undoubtedly taken up in the prosecution of the same.

To the fifth Interrogatory. This deponent saith that at the request of Captain Hull, this deponent instituted a suit in the name of the United States against the said Fosdick, by the name of Benjamin Hichborn, and also filed a bill of complaint in the Circuit Court of the United States, and obtained an injunction thereon restraining the transfer of certain stocks standing in the name of said Hichborn in the Loan Office of the United States and in the following insurance companies, viz : the Ocean Insurance Company, the American Insurance Company, the Union Insurance Company, and the Pacific Insurance Company ; also some stock in loans by authority of this State, as appears by deponent's register of the proceedings in said suits. That some days had elapsed when this deponent was informed by a person who was at that time a stranger to the deponent, that the said Fosdick, alias Hichborn, would be at his banker's in Wall-street at a certain hour ; that this deponent accordingly apprised the Marshal of this District of the circumstance, who succeeded in arresting him at the place mentioned. That after his arrest he made an assignment of the said stocks, under the direction of Captain Hull, to some person in Boston, to whom the said stocks were, by power of attorney given by Hichborn to this deponent, transferred, to secure the debt of the United States.

To the sixth Interrogatory. This deponent saith that he saw nothing in the conduct of Captain Hull that could in the remotest degree lead him to believe or suspect, that he was in any way concerned or privy to the alleged fraud of the said Fosdick.

To the seventh Interrogatory. This deponent saith that Captain Hull did undoubtedly, by his vigilance and promptness, conduce much to the recovery of the said debt.

To the eighth Interrogatory. This deponent saith that Captain Hull did, in the judgment of this deponent, manifest a strong desire to protect the public interest.

To the ninth Interrogatory. The deponent answers in the negative.

ROB. TILLOTSON.

Sworn before me this 10th day of September, 1822.

R. RIKER, *Recorder of the city of New-York.*

Deposition of David B. Ogden, of the city of New-York, counsellor at law, in answer to the Interrogatories exhibited to him by Isaac Hull, Esquire, a Captain in the Navy of the United States, the said David B. Ogden, having been duly sworn by Richard Riker, Esquire, Recorder of the city of New-York, to declare the truth, the whole truth, and nothing but the truth. R. RIKER.

NEW-YORK, 20th Sept 1822.

First Interrogatory. In answer to the first Interrogatory—this deponent saith, that he does know Captain Isaac Hull of the United States Navy, and that he saw him in the city of New-York, in the latter part of January, or very early in February, in the year of our Lord, one thousand eight hundred and twenty one.

Second Interrogatory. In answer to the second Interrogatory—this deponent saith, that shortly after the arrival of Captain Hull in the city of New-York at that time, and this deponent believes within an hour of his arrival, he, this deponent was called upon by a gentleman, and informed that Captain Hull wished to see this deponent at Bunker's hotel in Wall street, immediately upon some important business; that this deponent thereupon called without delay at Bunker's, and there found Captain Hull, who then informed the deponent of the discovery which he had made, that one Fosdick or Fichborn, (the christian name this deponent cannot recollect,) who had been employed in the Navy-Yard at Boston, had embezzled a considerable sum of public money; that he was informed and believed that he was in or about this city, and that he had invested in different stocks here, considerable sums of money; all, or a great part of which, he believed were public moneys; that he had sent for me to advise with me, as to the proper measures for him to pursue in the business, and that he had sent for, in preference to calling upon me, because he was afraid that Fosdick might see him, or hear of his being in town, and take the alarm, and make his escape; that this deponent advised the said Captain Hull, in the first place, to find out through the Broker, who did Fosdick's business, or in some other way, what stock he had invested moneys in; to appply to the Attorney General of the United States for this District, who would immediately issue a writ for the arrest of Fosdick, and file a bill in equity, and procure an injunction to prevent a transfer of the stock standing in his name, upon the ground that it was purchased with the moneys of the United States, and must therefore be considered as their property.

Third Interrogatory. In answer to the third Interrogatory—this deponent saith the said Isaac Hull did, in the opinion of this deponent, evince great zeal and activity in endeavouring to recover the moneys which had been fraudulently obtained by Fosdick from the Government; that the next morning after this deponent first saw the said Isaac Hull, as stated in the last interrogatory, he called at the office of this deponent, and informed him that he had found out where some investments of moneys had been made by the said Fosdick, and that he had also found that Fosdick himself was somewhere in New-Jersey; that this deponent thereupon accompanied the said Hull to the different offices in the stock of which Fosdick had invested moneys, and informed them of his fraudulent conduct, and begged them not to permit any transfer of stock standing in his name, until an injunction could be served on them, to restrain them from permitting any such transfer; and this deponent says that to his knowledge the said Isaac Hull was extremely active in endeavouring to procure the arrest of Fosdick upon a writ which had been issued against him at the suit of the United States.

Fouth Interrogatory. In answer to the fourth Interrogatory—this deponent saith that in his opinion Captain Hull was very prompt and efficient in the execution of every measure which was thought proper and advisable to secure the Government from any loss in that business, and that he must have been at considerable expense, how much this deponent is ignorant, except that he paid this deponent a counsel fee in the case.

Fifth. In answer to the fifth Interrogatory—this deponent cannot answer further than he has already answered to the third Interrogatory, except that the District Attorney of the United States filed a bill in equity against Fosdick,

upon which this deponent believes an injunction to prevent the transfer of the stock herein before mentioned was allowed by Judge Livingston, and that the said District Attorney also issued a writ for the arrest of Fosdick, in a suit brought in the name of the United States.

Sixth Interrogatory. In answer to the sixth Interrogatory—this deponent saith that he did not witness any thing in the conduct of Captain Hull throughout the whole of the transaction alluded to in this interrogatory, which led this deponent to believe or suspect that Captain Hull was in any way implicated in or privy to the frauds committed by Fosdick; on the contrary, this deponent then believed, and still does believe, that the said Hull was indignant at the fraudulent conduct of Fosdick, and was resolved to use every effort in his power to expose him, and to save the Government from loss

Seventh Interrogatory. In answer to the seventh Interrogatory—this deponent saith that it is now, and always has been his opinion, that the prompt and vigilant conduct of Captain Hull, and the vigorous measures pursued by him, had been the means of saving the Government the moneys which had been fraudulently taken by Fosdick.

Eighth Interrogatory. In answer to the eighth Interrogatory—this deponent saith that in his judgment Captain Hull did manifest a strong desire to protect the public interest, and a high sense of the duties which were imposed upon him by this unfortunate business, and a firm and fixed determination faithfully to discharge those duties, with a single eye to secure the Government against loss.

Ninth Interrogatory In answer to the ninth Interrogatory—this deponent saith that he does not know of any other matter or thing touching the matters in question which have not been already deposed to by him in answer to the former interrogatories, and which can be material. DAVID B. OGDEN.

Sworn before me, this 20th day of September, 1822.

R. RIKER, *Recorder of New-York.*

Answers of Thomas I. Chew, a Purser in the Navy of the United States, being first duly sworn by me, Richard Riker, Recorder of the city of New-York, to declare the truth, the whole truth, and nothing but the truth. R. RIKER.

NEW-YORK, 28th August.

To the first Interrogatory. I am well acquainted with Isaac Hull, Esqr. a Captain in the United States Navy, and did see him at the place and time named, and understood from him that his only business was to apprehend Benjamin H. Fosdick, alias Benjamin Hichborn.

To the second. I did understand that Captain Hull was in pursuit of Benjamin H. Fosdick, alias Benjamin Hichborn, with the intent to arrest him for an alleged fraud on the Government of the United States, committed by him, said Fosdick, while attached to the Navy-Yard at Charlestown, Massachusetts, of which said Hull was commander.

To the third. The said Captain Hull did, in my opinion, take the most prompt and efficient measures to arrest the person and secure the property of the said Fosdick; he did engage me to assist, and I did assist him, in endeavouring to discover the residence of said Fosdick, in order to procure his arrest.

To the fourth. The said Captain Hull was indefatigable in his exertions to secure the Government of the United States from loss in this business, and it was, in my opinion, in consequence of his vigilance, promptitude, and persevering diligence, that said Fosdick was arrested, and, (as I have understood,) a large amount of property obtained from him.

To the fifth. I do not know, nor have I any reason to believe or to suspect, that Captain Hull was secretly connected with said Fosdick, or connived at the frauds committed by him while in the Navy-Yard at Charlestown

To the sixth. Captain Hull did evince in his conduct a high sense of duty, and an ardent and continued desire to preserve the United States from injury in this business, as far as in him lay.

To the seventh. At the instance of Captain Hull, I engaged Joseph Watson, Esqr. then Acting Chaplain to the U. S. ship Washington, to whom the person of

Fosdick was known, to assist in discovering him; that said Watson and myself passed much of our time for several days, in such parts of the city of New-York as we thought would be most likely to meet him in; and in the event of discovering him, our instructions from Captain Hull was to use such means as we should be able to command, to convey the intelligence to the District Attorney, the United States Marshal, or himself. T. I. CHEW.

Sworn in the city of New-York, before me, this 28th August, 1822

R. RIKER, *Recorder of the city of New-York.*

At the Court of Enquiry begun and held at the United States' Navy-Yard, Charlestown, on the 12th day of August, A. D. 1822:—

ORDERED, That the Judge of the District Court of the United States in New-York, Southern District, or the Recorder of the city of New-York, or any other magistrate in said city duly qualified to administer oaths, be, and either of them is hereby authorized and empowered to take the answers of David Ogden, Esqr. Robert Tillotson, Esqr. District Attorney of the United States, and of such other person or persons as Captain Issac Hull, or his attorney, may produce to be examined upon the Interrogatories hereunto annexed; and the person acting as Commissioner is required to execute this Commission in due form of law, and to return the same as soon as may be to this Court at Charlestown. In testimony whereof the President of said Court has hereunto set his hand, this sixteenth day of August, A. D. eighteen hundred and twenty-two.

Attest, JOHN RODGERS.

GEO SULLIVAN, *Judge Advocate.*

Interrogatories to be proposed to David B. Ogden, of the city of New-York, Counsellor at Law, on the part and behalf of Captain Isaac Hull.

First Do you, or do you not, know Captain Isaac Hull, of the United States' Navy? If yea, did you see him in New-York in the month of January or February, of the year of our Lord eighteen hundred and twenty-one or about that time?

Second. Were you applied to by Captain Hull for professional advice and assistance, in order to procure the arrest and attachment of the person and property of one Benjamin H. Fosdick, otherwise called Benjamin Hichhorn, in consequence of fraud alleged on the part of said Hull, to have been committed by said Fosdick, against the Government of the United States, while said Fosdick was employed in the Navy-Yard of the United States in Charlestown? Please to state.

Third. Did, or did not, the said Hull evince great zeal and activity in endeavouring to recover the moneys which had been fraudulently obtained by the said Fosdick from the Government of the United States? and did he not recommend, as well as adopt, the most suitable measures for the purpose? Please to state at large.

Fourth Was not the greatest promptness and efficiency manifested by Captain Hull, in the execution of the measures proposed to secure the Government of the United States from loss by reason of the frauds of said Fosdick; and was not the said Hull employed a considerable time, and put to much expense, in the prosecution of this business?

Fifth. Please to state the measures which were adopted and carried into effect to secure the United States from injury in this case.

Sixth. Did you witness any thing in the conduct of Captain Hull, throughout this unfortunate business, which led you to believe, or even to suspect, that Captain Hull was in any way implicated in, or privy to, the frauds committed by the said Fosdick? Please to state.

Seventh. Has it not heretofore been, and is it not now, your belief, from your knowledge of the circumstances, that if it had not been for the great vigilance and promptness of Captain Hull in this business, that the Government of the United States would have lost the whole, or the greater part of the moneys of which they had been defrauded by the said Fosdick?

Eighth. Please to state.—Did not Captain Hull, in your judgment, manifest a strong desire to protect the public interest, and at the same time evince a high sense of the duties which this unfortunate business necessarily imposed upon him?

Ninth. Do you know of any other matter or thing, or can you say any thing touching the matters in question, besides what you have been interrogated unto? If yea, please to declare the same as fully and at large as if you had been particularly interrogated thereto. ISAAC HULL.

Interrogatories to be proposed to Robert Tillotson, of the city of New-York, Counsellor at Law, and United States District Attorney for the Southern District of New-York.

First. Do you, or do you not, know Captain Isaac Hull, of the United States Navy? If yea, did you see him in New-York in the month of January or February, of the year of our Lord eighteen hundred and twenty-one, or about that time?

Second. Were you applied to by Captain Hull for professional advice and assistance, in order to procure the arrest and attachment of the person and property of one Benjamin H. Fosdick, otherwise called Benjamin Hichborn, in consequence of fraud alleged on the part of said Hull, to have been committed by said Fosdick, against the Government of the United States, while said Fosdick was employed in the Navy-Yard of the United States in Charlestown? Please to state.

Third. Did, or did not, the said Hull evince great zeal and activity in endeavouring to recover the moneys which had been fraudulently obtained by the said Fosdick from the Government of the United States? and did he not recommend, as well as adopt, the most suitable measures for the purpose? Please to state at large.

Fourth. Was not the greatest promptness and efficiency manifested by Captain Hull, in the execution of the measures proposed to secure the Government of the United States from loss, by reason of the frauds of said Fosdick; and was not the said Hull employed a considerable time, and put to much expense in the prosecution of this business?

Fifth. Please to state the measures which were adopted and carried into effect to secure the United States from injury in this case.

Sixth. Did you witness any thing in the conduct of Captain Hull, throughout this unfortunate business, which led you to believe, or even to supsect, that Captain Hull was in any way implicated in, or privy to, the frauds committed by the said Fosdick? Please to state.

Seventh. Has it not heretofore been, and is it not now, your belief, from your knowledge of the circumstances, that if it had not been for the great vigilance and promptness of Captain Hull in this business, that the Government of the United States would have lost the whole, or the greater part of the moneys of which they had been defrauded by the said Fosdick.

Eighth. Please to state.—Did not Captain Hull, in your judgment, manifest a strong desire to protect the public interest, and at the same time evince a high sense of the duties which this unfortunate business necessarily imposed upon him?

Ninth. Do you know of any other matter or thing, or can you say any thing touching the matters in question, besides what you have been interrogated unto? If yea, please to declare the same as fully and at large, as if you had been particularly interrogated thereto. ISAAC HULL.

Interrogatories to be proposed to Thomas I. Chew, Esqr. a Purser in the United States' Navy, stationed at the city of New-York, on the part and behalf of Isaac Hull, Esqr.

First. Are you acquainted with Isaac Hull, Esqr. a Captain in the Navy of the United States? If yea, did you see him in the city of New-York in the months of January and February, in the year of our Lord eighteen hundred and twen-

ty-one, and what was his business there at that time? Please to state particularly.

Second. Did you not understand that he was in pursuit of one Benjamin H. Fosdick, otherwise called Benjamin Hichborn, with the intent to arrest him for an alleged fraud on the Government of the United States, committed by him, said Fosdick, while attached to the Navy-Yard of the United States at Charlestown, Massachusetts, of which said Hull was commander: Please to state particularly.

Third. Did, or did not, the said Hull take the most prompt and efficient measures to arrest the person and secure the property of the said Fosdick, and did he, or did he not, engage you to assist, and did you assist him in endeavouring to procure the arrest of said Fosdick: Please to state particularly?

Fourth. Was, or was not, the said Hull indefatigable in his exertions to secure the Government of the United States from loss in this business, and was it not owing in a great measure to his vigilance, promptitude, and persevering diligence, that said Fosdick was arrested, and a large amount of property obtained from him? State particularly

Fifth. Do you, or do you not, know, or have you any reason to believe, or to suspect, that Captain Hull was secretly connected with said Fosdick, or connived at the frauds committed by him, while in the Navy-Yard at Charlestown; Please to state particularly and at large.

Sixth. Did, or did not, Captain Hull evince in his conduct a high sense of duty, and an ardent and continual desire to preserve the United [States] from injury in this business, as far as in him lay? State particularly.

Seventh. If you know any other matter or thing, or can say any thing touching the matter in question besides what you have been particularly interrogated unto, declare the same as fully and at large, as though you had been specially interrogated thereto. ISAAC HULL.

Interrogatories to be proposed to the Honourable Brockholst Livingston, Esqr. one of the Judges of the Supreme Court of the United States, resident at the city of New-York.

First. Are you acquainted with Isaac Hull, Esqr. a Captain in the Navy of the United States? If yea, did you see him in the city of New-York in the months of January and February, in the year of our Lord eighteen hundred and twenty-one, and what was his business there at that time? Please to state particularly.

Second. Did you or not, understand he was in pursuit of one Benjamin H. Fosdick, otherwise called Benjamin Hichborn, with the intent to arrest him for an alleged fraud on the Government of the United States, committed by him, said Fosdick, while attached to the Navy-Yard of the United States at Charlestown, Massachusetts, of which said Hull was commander? Please to state particularly.

Third. Did, or did not, Captain Hull specially apply to you for assistance in relation to this business, and did he not state that he had discovered where said Fosdick had invested a part of his money, and did he not request, and did not you grant him, an injunction to prevent, if possible, the said Fosdick from conveying away his property out of the knowledge or reach of the Government of the United States.

Fourth. Do you, or do you not, know, or have you any reason to believe or to suspect, that Captain Hull was secretly connected with said Fosdick, or connived at the frauds committed by him, while in the Navy-Yard at Charlestown? Please to state particularly.

Fifth. Did not Captain Hull evince, by his conduct, a high sense of duty, and an ardent and continual desire to preserve the United States from injury in this business, as far as in him lay? Please to state particularly.

Sixth. If you know any other matter or thing, or can you say any thing touching the matter in question, beside what you have been particularly interrogated unto? Declare the same as fully and at large as though you had been particularly interrogated thereto. ISAAC HULL.

At the Court of Enquiry begun and held at the United States' Navy-Yard, Charlestown, on the 12th day of August, A. D. 1822.

Upon the motion of Captain Hull for a Commission to Portsmouth, New-Hampshire, to take evidence,

ORDERED, That the Judge of the District Court of the United States residing in Portsmouth, New-Hampshire, or any other Magistrate qualified to administer oaths, and residing in said Portsmouth, be, and they are hereby, authorized and empowered, to take the answers of Robert Livingston Thorn, a Surgeon in the United States' Navy, to the interrogatories hereunto annexed; and the person acting as Commissioner is required to execute the Commission in due form of law, and to return the same as soon as may be to this Court In testimony whereof, the President of said Court has hereunto set his hand, this twenty-second day of August, A. D eighteen hundred and twenty-two.

Attest, JOHN RODGERS.

GEO. SULLIVAN, *Judge Advocate.*

Interrogatories to be proposed to Robert Livingston Thorn, a Surgeon in the Navy, now stationed at Portsmouth, in the District of New-Hampshire, on the part and behalf of Isaac Hull, Esqr.

First. Are you a Surgeon in the Navy Department of the United States? If yea, how long have you been so, and at what places have you been sationed, and for how long a time at each, and have you at such places had the charge of the Medical Department.

Second. Have you, previous to the Naval General Order of the Navy Department of May 4th, 1821, been in the habit of supplying the families of officers stationed at the Navy-Yards, with medicines from the Medical Department. and have you not considered and understood this to be a general usage and practice? Please to answer minutely and particularly. ISAAC HULL.

The Answers of Robert Livingston Thorn, a Surgeon in the Navy of the United States, stationed at Portsmouth, New-Hampshire, to the foregoing Interrogatories proposed to him by Isaac Hull, Esqr.

Answer 1*st.* To the first interrogatory—the deponent saith that he is a Surgeon in the Navy Department of the United States, and that he has been a Surgeon in the service of the United States ever since the third day of March, A. D. 1809, and has been stationed at the Navy-Yard at Portsmouth, New-Hampshire, ever since the ninth day of December, A. D. 1813, and had the charge of the Medical Department at that place, and that prior to that time he was employed on board of ships.

Answer 2d. To the second interrogatory—the deponent answering saith, that prior to an order from the Navy Department bearing date October 26th, 1818, he was in the habit of supplying the families of officers stationed at the Navy-Yard in Portsmouth aforesaid, with medicines from the Medical Department, and understood and considered this to be a general usage and practice; and since the receipt of the order of the Navy Department bearing date October 26th, 1818, and in pursuance of such order, enclosing a copy of the rules and regulations for the government of the Surgeons and Surgeons' Mates in the Naval service, recently adopted and approved by the President of the United States, and of an explanatory order from John C. Calhoun, the acting Secretary of the Navy, bearing date the 25th of November, A. D 1818, he has supplied with medicines only those persons whose names were borne on the books of the station.

ROBERT LIVINGSTON THORN.

State of New-Hampshire—Rockingham, ss.

BE IT REMEMBERED, That on this twenty-third day of August, A. D. 1822, before me, Levi Woodbury, a Judge of the Superior Court of Judicature for the State of New-Hampshire, personally appeared Robert L. Thorn, and subscribed the aforewritten answers, and made solemn oath that the said answers contained the whole truth and nothing but the truth, relative to the matters mentioned in the annexed interrogatories.

LEVI WOODBURY, *Associate Justice of the Sup. Ct.*

At the Court of Enquiry begun and held at the United States Navy-Yard, Charlestown, on the 12th day of August, A. D. 1822

Upon the motion of Capt. Hull for a commission to take evidence in New-York,

ORDERED, That the Judge of the District Court of the United States for the New-York Southern District, the Recorder of the city of New-York, or any other person qualified to administer oaths, be, and either of them is hereby, authorized and empowered, to take the answers of Samuel R. Marshall and Joseph G. T. Hunt, Surgeons in the Navy, stationed at New-York, to the Interrogatories hereunto annexed; and the person acting as commissioner is required to execute the same in due form of law, and to return the same as soon as may be to this Court. In testimony whereof the President of said Court has hereunto set his hand, this twenty-sixth day of August, A. D eighteen hundred and twenty two

Attest, JOHN RODGERS, *President of the Court.*

GEO. SULLIVAN, *Judge Advocate.*

Interrogatories to be proposed to Samuel R. Marshall and Joseph G. T. Hunt, Surgeons in the Navy, stationed at New-York, in the District of New-York, on the part of Captain Isaac Hull.

First. Are you a Surgeon in the Navy Department of the United States? If yea, how long have you been so, and at what places have you been stationed, and for how long a time at each, and have you at such places had the charge of the Medical Department?

Second. Have you, previous to the Naval General Order of the Navy Department of May 4th, 1821, been in the habit of supplying the families of officers stationed at the Navy-Yards, with medicines from the Medical Department, and have you not considered and understood this to be a general usage and practice? Please to answer minutely and particularly. ISAAC HULL,

By his Counsel, SAMUEL HUBBARD.

Answers of Samuel R. Marshall, Surgeon in the Navy of the United States, stationed at New-York, in the Southern District of New-York.

To the first Interrogatory. He answereth and saith—that he is a commissioned Surgeon in the Navy of the United States, and has been so for near twenty-three years last past; that during that time he hath served many years at sea, in the Mediterranean and West Indies; that for the last fifteen years he hath acted as Hospital Surgeon on the New-York station, and was stationed at the Navy-Yard, Philadelphia, for a short time antecedent to his appointment at the New-York station.

To the second interrogatory. He answereth and saith—that previous to the Naval General Order of the Navy Department dated May 4th, 1821, he had been in the habit of supplying the families of the officers of the Navy with medicines from the public stores under his control, and was not aware that in doing so he was acting incorrectly, as he had been informed that such was the general usage at the seat of Government and elsewhere. SAML. R. MARSHALL.

Sworn this 30th of August, 1822, before

JNO. T. IRVING, *First Judge of the Court of Common Pleas for the city and county of New-York.*

Answers of Joseph G. T. Hunt, Surgeon in the Navy, stationed at New-York, in the Southern District of New-York.

To the first Interrogatory. He answereth and saith, that he is a commissioned Surgeon in the Navy of the United States, and has been so since the year 1804, and has served as such in the Mediterranean, and that he hath been attached to the station at New-York since the year 1807.

To the Second Interrogatory. He answereth and saith—that he hath been in the occasional habit of supplying the families of officers who were attached to the Navy-Yard, with medicine, previous to the promulgation of the order to the contrary from the Navy Department, and did not consider the same as incorrect, having always understood such to be the general usage.

J. G. T. HUNT.

Sworn this 30th of August, 1822, before JNO. T. IRVING, *First Judge of the Court of Common Pleas, for the city and county of New-York.*

I, JOHN T. IRVING, first Judge of the Court of Common Pleas for the city and county of New-York, do certify, that on this thirtieth day of August, in the year one thousand eight hundred and twenty two, personally appeared before me the within named Samuel R Marshall and Joseph G. T. Hunt, who were examined and sworn to testify the whole truth relative to the matters to which they were interrogated by the annexed Interrogatories, and did thereupon depose as aforesaid, their depositions being reduced to writing by me from their communication personally, and they subscribed the same in my presence. I also certify that I am not of Attorney or Council for Captain Isaac Hull, on whose part the said depositions have been taken. JOHN T. IRVING,

First Judge, &c. as aforesaid.

Navy Department, March 1st, 1821.

SIR: Your letter of the 22nd ulto. is received, with the enclosed copy of bond and schedule of Mr. Hichborn's property. Your procee lings in this business have been zealous and active, and are approved. Upon a consultation with the Commissioners of the Navy, it is considered necessary and proper that yourself, the Navy Agent, and the District Attorney, should investigate the whole transactions of Mr. Hichborn, from the time of his first entering upon duty, the day on which he was first entrusted with paying the mechanicks, labourers, and others, under Commodore Bainbridge. to the period of his leaving the public service, and for this purpose I wish you to request the District Attorney to aid in the examination of the accounts and final adjustment of the business, who, with you and the Navy Agent, will form a competent commission on behalf of the United States, to decide upon the equity of the balance, which, when received, you will pay over to the Navy Agent, taking duplicate receipts for the same, one of which, with your report upon the subject, you will transmit to this Department. I am, very respectfully, Sir, your obedient servant,

Capt. ISAAC HULL, Signed) SMITH THOMPSON.
Commandant U. N. Yard, Charlestown, Mass.

We hereby certify that the foregoing is a true copy of the Commission to us and Mr. Blake, original of which remains with Commodore Hull.

(Signed) ISAAC HULL,
AMOS BINNEY.

To all to whom these presents shall come, I, Benjamin Hichborn, at present of the city of New-York, send greeting:

WHEREAS, it is claimed on behalf of the United States, that I am indebted unto the United States of America in a large sum of money, the amount whereof is to be ascertained and stated as soon as may be, by Commodore Isaac Hull, Commander of the Navy-Yard in the port of Boston—Now, know ye, that I, the said Benjamin Hichborn, for and towards the payment and satisfaction of the said sum of money, which shall or may be ascertained and stated to be due to the said United States as aforesaid, and for divers other good causes and considerations me thereunto moving, and also in consideration of the sum of one dollar to me in hand paid, have granted, bargained, sold, and assigned, unto Charles Bradbury, of Boston, in the State of Massachusetts, all and singularly the stock or shares in the capital of the several Insurance Companies and Banks, and in the public debts of the United States and of the State of New-York, the certificates of which said stock or shares are particularly mentioned and described in the schedule hereunto annexed, marked A. together with all and singular the interest, dividend or dividends, due and to become due thereon, and also all my right, title, and interest, and property, possession, claim, and demand whatsoever, both in law and equity, of, in, and to the same, and of, in, and to any part or parcel thereof; to have and to hold the aforesaid stock or shares, and the interest and dividends due, and to become due thereon as aforesaid, unto the said Charles Bradbury and his legal representatives forever. In trust, nevertheless, that the said Charles Bradbury shall dispose of the said stock, receive the dividends or dividend due and to become due on the said stock,

and, if necessary, shall sell and dispose of so much thereof as shall or may be sufficient for that purpose, and shall well and truly pay unto the said Commodore Isaac Hull, or to the United States of America, or unto such other person or persons as shall and may be duly authorized to receive the same, all such sum or sums of money as shall and may be ascertained and stated by the said Isaac Hull to be due and owing from the said Benjamin Hichborn, to the said United States as aforesaid, the said sum of money which shall or may be so found due as aforesaid; and the costs and expenses which have accrued, or may hereafter accrue, in the several proceedings in law and equity heretofore had, or which may be hereafter had, against the said Benjamin Hichborn, in Boston or New-York, and also all the necessary costs and expenses which way accrue in and about the execution of the trust herein and hereby created, shall be repaid, and the stock remaining unsold, if any, after paying and satisfying the debts, costs, and expenses aforesaid, shall be re-conveyed to the said Benjamin Hichborn, or to his legal representatives; And the said Benjamin Hichborn do hereby authorize, constitute, and appoint, the said Charles Bradbury, to pursue and take all manner of lawful ways and means in law or equity, either in his own name, or as my attorney irrevocable in my name, for the execution of the trust aforesaid; and I do, by these presents, ratify and confirm whatsoever shall or may be lawfully done in my name and about the premises. In witness whereof I have hereunto signed my name and affixed my seal this third day of February, eighteen hundred twenty-one. (Signed) BENJAMIN HICHBORN.

Signed, sealed, and delivered, in presence of
H. D. SEDGWICK.

It is understood and agreed by the said Benjamin Hichborn, that all the expenses of the said Commodore Isaac Hull, for travelling and other necessary expenses incurred by him in and about the business aforesaid, and also such reasonable compensation for his trouble as may be agreed upon hereafter between him and the said Benjamin Hichborn, and shall and may be paid by the said Charles Bradbury out of any of the trust moneys which may come to his hands. New-York, February 3d, 1821.

Witness, (Signed,) B. HICHBORN.
H. D. SEDGWICK.

STATE OF NEW-YORK, *City and County of New-York, ss. 5th February*, 1821.
When the within named Benjamin Hichborn acknowledged the within instrument to be his free act and deed. In testimony whereof, I have hereunto set my hand and seal of office. (Signed,) H. SEDGWICK, *Notary Public.*

Schedule A. referred to in the within assignment and Power of Attorney.

Funded 6 per cent Treasury Note Stock, Certificate	do	No. 386	$1746	31
Ditto,	do	419	703	90
Exchange 6 per cent. Stock, 1812,		97	1099	93
6 pr.	do	898	1503	13
Ditto,	do	893	1742	17
Loan of 7 1-2 millions	Do. do. 1813,	629	1000	00
	Do. do. do.	630	300	00
	Do. do. do.	608	3850	00
Loan of 16 millions	Do. do. do.	1352	1236	87
	Do. do. do.	1358	88	50
	Do. do. do.	1369	1600	00
16 mi. L'n	Do. do. do.	758	6300	00
	Do. do. 1814,	108	1000	00
	Do. do. do.	426	3000	00
	Do. do. do.	738	7000	00
	Do. do. do.	691	1375	00
	Do. do. do.	146	825	00
	Do. do. do.	600	5000	00
			$39,400	31

	7 per cent. Stock, 1815,.....No. 395	6076 00	
	6.....do.....do.		
	Of the State of New-York,..... 437		
	Dated February 23, 1820, for.....600 }	3275 40	
	No. 36,.....2675 40 }		
40	Shares Union Insurance Company, N. York, Certif. No. 185 & 195		
50	do. Am.....do.....do.....No. 86 & 102		
59	do. Pacific.....do.....do.... .....No. 199 & 209		
20	do. Am.....do.....do. Boston, No. 20 subject to the payment of Benjamin Hichborn's Note $1000, due on said Stock.		
20	Shares Union Insurance Company, Boston,.....No. 531		
30	do. Boston Marine Insurance Company,.....1557		
62	do. New-England Marine Insurance Company,.... 436		

(Signed,) B. HICHBORN.

We, the subscribers, having been appointed by the Honourable Smith Thompson, Secretary of the Navy of the United States, by his letter of instructions to Commodore Isaac Hull, bearing date on the first of March last, a copy of which is hereto annexed, to investigate the subject of the claim and demands of the United States against Benjamin Hichborn, which are referred to in the instrument of assignment, to which these presents are annexed; and to ascertain, as near as might be, the amount due to the said United States thereon, have duly and carefully attended to the whole subject; and it being our unanimous opinion, that in equity there is due to the United States from said Hichborn, on account of the claims and demands aforesaid, including interest on divers sums of money, appearing to have been received by him, the sum of fifty-five thousand dollars, and that there is equitably due to the said Isaac Hull from said Hichborn, the sum of three thousand dollars, on account of various heavy expenses, and costs, and expenses, incurred by said Hull in the course of his exertions to recover of said Hichborn the amount aforesaid; and whereas the said Hichborn hath assented to the reasonableness of the aforesaid estimates; now, we the subscribers, the Commissioners named and appointed by the Secretary of the Navy, in and by his letter of instructions aforesaid, to the said Isaac Hull, do hereby acknowledge and certify, that there has this day been paid over to the said Isaac Hull, in pursuance of the aforesaid letter of instructions, from the said Secretary of the Navy, by Charles Bradbury, the assignee in trust, named in the aforesaid assignment, the sum of fifty-five thousand dollars, being the amount ascertained and found due as aforesaid, to the said United States; and also the further sum of three thousand dollars, being the amount as agreed and assented to for the costs and expenses of the said Isaac Hull as aforesaid, making in the whole the sum of fifty eight thousand dollars; wherefore we the subscribers in consideration of the premises, and in pursuance of the power and authority to us delegated by the aforesaid letter of instructions of the Secretary of the Navy, do hereby forever, acquit and discharge the said Benjamin Hichborn, his executors and administrators, of and from all demands whatsoever of the said United States, and of the said Commodore Isaac Hull, against him the said Hichborn, by reason of any of the matters, transactions, or things, in the said instrument of assignment referred to and contained, or in any way or measure connected therewith. Witness our hands at Boston, this fourteenth day of July, A. D. 1821.

Signed

ISAAC HULL,
GEORGE BLAKE, } *Commissioners.*
AMOS BINNEY.

Witness.
ISAAC WATERS,
J. B. DAVIS.

MR. WILLIAM & N. WYER,

SIRS: Please account with Mr. Charles Bradbury, of Boston, Mass. for the proceeds of a certain promissory note, signed by William Brooks, and due on or about the first day of March next; and also for the proceeds of such merchandise as may be in your hands belonging to me. New-York, 5th February, 1821.

(Signed,) B. HICHBORN.

I, Charles Bradbury, do hereby acknowledge to have received, this day, from the hands of Isaac Hull, Esqr. an original order of Benjamin Hichborn, whereof the above is an exact copy; and I do agree to hold the proceeds thereof, whenever the same shall come to my hands, on the terms and conditions, and to be kept and appropriated to the purposes expressed in a certain obligation of even date herewith, in the penal sum of eighty thousand dollars, which I have this day given to the United States of America; to which obligation, and the condition annexed thereto, reference to be had. Witness my hand, at Boston, this 12th day of February, 1821. C. BRADBURY.

In presence of G. BLAKE.

Navy Department, March 1st, 1821.

SIR: Your letter of the 22nd ulto. is received, with the enclosed copy of bond and schedule of Mr. Hichborn's property. Your procee lings in this business have been zealous and active, and are approved. Upon a consultation with the Commissioners of the Navy, it is considered necessary and proper that yourself, the Navy Agent, and the District Attorney, should investigate the whole transactions of Mr. Hichborn, from the time of his first entering upon duty, the day on which he was first entrusted with paying the mechanicks, labourers, and others, under Commodore Bainbridge, to the period of his leaving the public service, and for this purpose I wish you to request the District Attorney to aid in the examination of the accounts and final adjustment of the business, who, with you and the Navy Agent, will form a competent commission on behalf of the United States, to decide upon the equity of the balance, which, when received, you will pay over to the Navy Agent, taking duplicate receipts for the same, one of which, with your report upon the subject, you will transmit to this Department. I am, very respectfully, Sir, your obedient servant,

Capt. ISAAC HULL, (Signed) SMITH THOMPSON.
Commandant U. S. N. Yard, Charlestown, Mass.

To all persons to whom these presents shall come:

Know ye, that whereas Benjamin Hichborn, formerly residing in Boston, in the Commonwealth of Massachusetts, and since in the city of New-York, did, on the 3rd day of February, in the year of our Lord one thousand eight hundred and twenty-one, by his deed of assignment of that date, dated at said New-York, and also by certain other valid and effectual assignments and transfers, assign and transfer unto me, the undersigned Charles Bradbury, of said Boston, Insurance Broker, the several parcels of the Public Debt of the United States, and of the State of New-York, and the several shares in certain Insurance Companies in said Boston, and in said New York, of all of which debts and insurance stock a schedule is hereunto annexed marked A. and whereas the said Benjamin Hichborn did, at the same time, give me a certain writing or order directed to certain persons in New-Orleans, by the name of W. & N. Wyer, whereby the said W. & N. Wyer were directed to account with me, the said Bradbury, for the proceeds of a certain promissory note, signed by one William Brooks, and due about the first day of March next ensuing, which was remitted by said Benjamin Hichborn to said W. & N. Wyer for collection, and the proceeds of any merchandise in the hands and possession of said W. & N. Wyer.

Now, I do hereby acknowledge, and these presents witness, that the above mentioned premises and subjects were so assigned and transferred to me, in trust to receive the dividends upon the said stocks and the proceeds of said order, and to sell and dispose of said stocks, or such part thereof as should or may be requisite for the purposes of said trust, and with the proceeds thereof to pay unto Commodore Isaac Hull, or to the United States of America, or unto such other person or persons as shall and may be duly authorized to receive the same, all such sum or sums of money as shall and may be stated and ascertained by said Hull to be due and owing from the said Hichborn to the said United States; and also all the costs and expenses which have accrued or which might thereafter accrue, in the several proceedings in law or equity thereafter had, or which

might thereafter be had, against said Hichborn, in said Boston, in New-York, and all the necessary costs and expenses which might accrue in and about the execution of the said trust; and all the expenses of said Hull for travelling and other necessary expenses incurred by him in and about the business aforesaid, and also such reasonable compensation for his trouble as might thereafterwards be agreed upon between him and the said Hichborn. And, in consideration of the premises, I do hereby accept the said trust, and covenant to and with the said Hichborn, well and faithfully to discharge the same, and that after appropriating to the purposes of said trust so much of said assigned subjects as may be necessary thereafter, and after deducting a reasonable reward and compensation for my trouble and services in the premises, then and immediately thereafter, I will, upon the request of said Hichborn, re-transfer, convey, and assign, to said Hichborn, his executors, administrators, or assigns, the said stocks and premises, or such portion thereof as may there remain undisposed of, and any balance of money arising therefrom which may then be and remain in my hands. In testimony whereof, I have hereto set my hand and seal, at said Boston, this thirteenth day of February, in the year of our Lord one thousand eight hundred and twenty-one. (Signed,) C. BRADBURY.

Signed, sealed, and delivered, in the presence of

* The words "and the proceeds of any merchandise in the hands and possession of said W. & N. Wyer," being first interlined.

(Signed,) W. MINOT.

Schedule A. referred to.

Funded 6 per cent. Treasury Note Stock, Certificate	No.	380	$1746	31
Ditto,	do.	419	703	90
Exchange 6 per cent. Stock, 1812,		97	1099	93
6 per ct.	do. 1812,	898	1503	13
Ditto,	do. do.	893	1742	17
Loan of 7 1-2 millions	Do. do. 1813,	629	1000	00
	Do. do. do.	650	300	00
	Do. do. do.	668	3880	00
Loan of 16 millions	Do. do. do.	1352	1236	37
	Do. do. do.	1358	88	50
	Do. do. do.	1369	1600	00
16 m.	Do. do. do.	758	6300	00
	Do. do. 1814,	108	1600	00
	Do. do. do.	426	3000	00
	Do. do. do.	738	7000	00
	Do. do. do.	691	1375	00
	Do. do. do.	146	825	00
	Do. do. do.	600	5000	00
			$39,400	31
7	do. 1815,	896	6076	00
Of State of New-York,		437		
Dated February 23, 1820, for		600 00		
Ditto,	do. No. 26,	2675 40	3,275	40
			$48,751	71

40 Shares Union Insurance Company. N. York, Certif. No. 185 & 195
50 do. Am. do. do. 86 & 102
59 do. Pacific. do. do. 199 & 209
20 do. do. Am. do. Boston, No. 20 subject to the payment of B. Hichborn's note of $1000, due on said stock.
20 Shares Union Insurance Company Boston, No. 531
30 do. Boston Marine. do. do. 1557
62 do. New-England Marine Insurance Company do. 436

Boston, February 12th, 1821.—Examined the above and found to agree with the original transfer. (Signed,) C. BRADBURY.

July 16th, 1821.—Received of C. Bradbury the following Certificates of Stock
Thirty Shares in the Boston Marine Insurance Company.
Twelve Shares in the American Ditto.
Forty-two Shares in the New-England Ditto.
Forty Shares in the Union Ditto of New-York.
Fifty Shares in the American Ditto.
Which, together with sundry vouchers for his account this day rendered, is in full of this bond. (Signed,) B. HICHBORN.

Know all men by these presents, that I, Charles Bradbury, of Boston, in the County of Suffolk, and State of Massachusetts, Gentleman, am bound, and indebted unto the United States of America in the full and just sum of eighty thousand dollars, lawful money of the said United States, for the payment whereof, well and truly to be made, I hereby bind myself, my heirs, executors, administrators, and assigns, firmly by these presents. In witness whereof I have hereunto set my hand and seal, at said Boston, this twelfth day of February, in the year of our Lord one thousand eight hundred and twenty-one.

Whereas, one Benjamin Hichborn, late of Charlestown, in the County of Middlesex, in the said State of Massachusetts, who was an assistant store keeper and clerk, for several years past, in the Navy-Yard of the United States, in the said town of Charlestown, is supposed to be indebted to the said United States in a large sum of money, (the amount whereof is not at present known, but is to be hereafter ascertained and stated,) by reason of his, the said Hichborn, having, as is supposed, during his employment at the Navy-Yard as aforesaid, detained and converted to his own use divers large sums of money belonging to the said United States, which had been intrusted to him for the purpose of being appropriated from time to time to public uses. And whereas, for the purpose of securing, and eventually of reimbursing to the said United States, all and singular the sums of money which may be found upon investigation to be due to them as aforesaid, and of all charges and expenses that may have been or hereafter shall be incurred by the said United States, by reason of the premises, he, the said Benjamin Hichborn, in and by a certain instrument in writing under his hand and seal, bearing date on the third day of February instant, and to which, the same being now in the hands and possession of the said Charles Bradbury, reference is all times hereafter to be had, did, for the consideration therein expressed, grant, assign, and transfer, unto him, the said Charles Bradbury, certain stock or shares in the capital of the several Insurance Companies and Banks, and in the Public Debts of the United States and of the State of New-York, the certificates of which said stocks or shares being particularly mentioned and described in the schedule hereunto annexed marked A. together with all and singular the interest, dividend or dividends, due and to become due thereon; and of all his, the said Hichborn's, right, title, interest, and property, possession, claim, and demand whatever, both in law and equity, of, in, and to the same, or any part or parcel thereof, to hold the aforesaid stock or shares, and the interest and dividends due and to become due thereon as aforesaid, unto him, the said Charles Bradbury, and his legal representatives forever, in trust, nevertheless, that the said Charles Bradbury should dispose of said stock, receive the dividends due and to become due on the said stock, and, if necessary, to sell and dispose of so much thereof as should or might be sufficient for that purpose, and should well [and] truly pay unto Commodore Isaac Hull, or to the United States of America, or to such other person or persons as should or might be duly authorized to receive the same, all such sum or sums of money as should and might be ascertained and stated by the said Isaac Hull, to be due and owing from the said Benjamin Hichborn to the said United States as aforesaid, the said sum of money which should or might be so found due as aforesaid, and also all the costs and expenses which have accrued, or might hereafter accrue, in the several proceedings in law and equity heretofore had, or which might hereafter be had, against the said Benjamin Hichborn, in Boston or New-York; and also all the necessary costs and expenses which might accrue in and

about the execution of the trust created in and by the instrument of assignment aforesaid, should be repaid, and that the stock remaining unsold, if any, after paying and satisfying the debts, costs, and expenses aforesaid, should be reconveyed to the said Benjamin Hichborn, or to his legal representatives. And whereas, in and by the said instruments of transfer and assignment, it is also stipulated and agreed by the said Benjamin Hichborn in substance as follows, to wit: that all the expenses of the said Isaac Hull, for travelling and other necessary expenses incurred by him in and about the business aforesaid, and also such reasonable compensation for his trouble as might be agreed upon thereafter between him and the said Benjamin, should and might be paid by the said Charles Bradbury, out of any of the trust moneys which might come to his hands. In and by which said instrument of transfer and assignment, is moreover contained a clause whereby the said Benjamin Hichborn doth authorize, constitute, and appoint the said Charles Bradbury to pursue and take all manner of lawful ways and means, in law or equity, either in his own name, or as his, the said Hichborn's attorney irrevocable in his, the said Hichborn's name, for the execution of the trust aforesaid; and he, the said Hichborn, did therein and thereby ratify and confirm whatsoever should or might be lawfully done in his name, and about the premises; for a more particular description of all the provisions and stipulations in the said instrument contained, reference at all times is to be had to the same, in the possession of said Bradbury.

Now the condition of the present obligation is such, that if he, the said Charles Bradbury, his heirs, executors, and administrators, shall at all times well and truly abide, perform, and fulfil, all and singular the trusts, conditions, and stipulations, in and by the said instrument of transfer and assignment expressed, according to the true intent and meaning thereof, and without fraud, covin, or delay, then this obligation to be void, otherwise to be and remain in full force.

In witness whereof, I, the said Charles Bradbury, have hereunto subscribed my name and affixed my seal, at Boston aforesaid, on the day and year first before written. (Signed,) CHARLES BRADBURY.

Witness, NATHANIEL GODDARD.
THOS. W HOOPER.

Schedule A. referred to in the Obligation hereto annexed.

Funded 6 per cent Treasury Note Stock, Certificate..... No.	380	$1746	31
Ditto,.....do	419	703	90
Exchange 6 per cent. Stock, 1812,.....	97	1099	93
6 per cent ..do....1812,.....	898	1503	13
Ditto,.....do....do.....	893	1742	17
Loan of 7 1-2 millions — Do.....do....1813,.....	629	1000	00
Loan of 7 1-2 millions — Do..... do... do.....	630	300	00
Loan of 7 1-2 millions — Do.....do....do.....	608	3880	00
Loan of 16 millions — Do.....do....do.....	1352	1236	37
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Loan of 16 millions — Do.....do....do.....	1369	1600	00
16 mills. Do.....do....do.....	758	6300	00
Do.....do....1814.	108	1000	00
Do.....do.....do.....	426	3000	00
Do.....do.....do..	738	7000	00
Do .....do.....do.	691	1375	00
Do.....do.....do.....	146	825	00
Do.....do.....do.....	600	5000	00
		39,400	31
7.. .....do....1815,.....	896	6076	00
Of State of New-York,.....437			
Dated February 23, 1820, for..... 600 00			
Ditto,.....do. No. 36,.....2675 40		3275	40
		$48,751	71

40 Shares Union Insurance Company of New-York, No. 185 & 195.
50 do. American do.....do.....No. 86 & 102.
59 do. Pacific....do.....do.....No. 199 & 209.
20 do. American do. Boston, No. 20 subject to the payment of B. Hichborn's note of $1000, due on said stock.
20 Shares Union Insurance Company, Boston,.. .....No. 531.
30 do. Boston Boston Marine do.....No. 1557.
62 do. New-England Marine Insurance Company do ...No. 486.

Boston, February 12, 1821.—Examined and received as above.

(Signed,) C. BRADBURY

THIS CONTRACT, made this seventeenth day of July, 1821, between Alexander Eustis, of Harvard, Massachusetts, labourer, on the one part, and Amos Binney, U. S. Navy Agent, acting for the United States, on the other part; witnesseth, that the said Alexander Eustis hath agreed, and doth hereby agree, to remove from the high grounds within the Navy Yard, Charlestown, to a wharf to be erected upon the beach, about two thousand squares of earth; measurement to be ascertained in the hill, by taking the depth of the earth removed at every angle of ten feet over the whole surface where stakes are to be placed, and an officer appointed by commandant of the Yard, to take and register the depths at every stake as the work progresses, for which the said Eustis is to charge at the rate of eight shillings, or one dollar thirty-three cents and a third of a cent, for each and every square of two hundred and sixteen cubic feet, the whole to be completed, and the said wharf filled level with the capsils, on or before the first day of February next. And the said Amos Binney, acting as aforesaid, doth agree to pay the said Eustis eight shillings per square for the said earth removed; the measurement to be ascertained as aforesaid, and payments to be made in reasonable sums as the work progresses, always reserving a portion, say one third part of the amount, as a guarantee for the faithful fulfilment of this contract by the said Eustis, and the whole balance to be paid in full on the completion of the job, and approval of the bills by the Commandant of the Navy-Yard, who is to have the sole direction of the whole, and approve in all its parts. To the true and faithful performance of the above contract, the said Eustis hereby binds himself, his heirs, executors, and administrators, in the penalty of two thousand dollars. In witness whereof, the parties aforesaid have signed their names, and set their seals to duplicates hereof.

Witness, ALEX. his ✕ mark EUSTIS, (SEAL.)
WM. PARMENTER. A. BINNEY, *N. Agent*, (SEAL.)

THIS CONTRACT, made this eighth day of October, 1821, between Alexander Eustis of Harvard, in Massachusetts, on the one part, and Amos Binney, U. S. Navy Agent, acting for and in behalf of the United States, on the other part; witnesseth, that the said Alexander Eustis hath agreed, and doth hereby agree, to move from the high grounds within the Navy-Yard, Charlestown, to a wharf to be erected upon the beach, or such other place within the Yard as may by the commandant of the Navy-Yard be designated, one thousand squares of earth, measurement to be ascertained by taking the depths of the earth removed at every degree of ten feet over the whole surface, where stakes are to be placed, and an officer appointed by the Commandant of the Navy-Yard to take and register the stakes for every depth as the work progresses, for which the said Eustis is to charge at the rate of one dollar and eighty-three cents and one third of a cent, for each and every square of two hundred and sixteen cubic feet; the whole to be completed on or before the first day of February next. And the said Amos Binney, acting as aforesaid, doth agree to pay the said Eustis one dollar and eighty-three cents and one third of a cent, per square, for the said earth so removed, the measurement to be ascertained as aforesaid, and payments to be made in reasonable sums as the work progresses, always reserving a portion, say one-third part of the amount, as a guarantee for the faithful fulfilment of this contract by the said Eustis, and the whole balance to be paid in full on the completion of the

job, and approval of the bills by the Commandant of the Navy-Yard, who is to have the sole direction of the whole, and approval in all its parts. In testimony whereof, and to the true and faithful performance of this contract, the said Eustis hereby binds himself, his heirs, executors, and administrators, in the penalty of one thousand dollars; and the parties have hereunto set their hands and seals this eighth day of October, one thousand eight hundred and twenty-one.

ALEX. his ✕ mark EUSTIS, (SEAL.)

Signed, sealed, and delivered, in the presence of, } A. BINNEY, *N. Agent.* (SEAL.)

Read to Eustis before signing, WM. PARMENTER.

Boston, March 4, 1822 —I hereby agree to level earth at the Navy-Yard from this time to the first of July next, at the rate of one dollar eighty three and one third cents per square, as rapidly as may be required by the commandant of the Navy-Yard, provided the work is not finished before that time; the boundaries to be pointed out by Mr. Knox, Sailing Master of the Yard, both where the earth is to be taken from and where it is to be put.

Witness, ALEX. his ✕ mark EUSTIS.

WM. PARMENTER.

Navy Department, July 31, 1822.

GENTLEMEN: You are hereby appointed a Court of Enquiry, and requested to assemble on the 12th day of August next, at the United States Navy-Yard, in Charlestown, in the State of Massachusetts, to examine, minutely, into the official conduct of Captain Isaac Hull, since his appointment as Commandant of that Yard: and you will report to me all the facts and circumstances which shall be disclosed by the enquiry, together with your opinion in relation to the same.

You will please to appoint a gentleman, possessing the requisite qualifications, to officiate as Judge Advocate. I am, very respectfully, gentlemen, your most obedient servant, SMITH THOMPSON.

To JOHN RODGERS,
ISAAC CHAUNCEY,
CHARLES MORRIS, Esq. *Captains in the U. S. Navy.*

CAPTAIN HULL'S STATEMENT.

Mr. President, and Gentlemen of the Court of Enquiry:

The position in which I stand before this tribunal is peculiar. I am not summoned to defend myself against specific charges of misbehaviour in office, or to answer enquiries relating to any particular part of my duty; but I appear before you as an individual whose general conduct in office for a series of years has been the subject of severe attack, both in public and private, and whose wish it is, in this legal and proper mode, to vindicate his character against aspersion.

If a good name in the ordinary relations of society ought to be prized beyond all earthly considerations, it can hardly be necessary to speak of the peculiar value of it to an officer. I feel that value, and I have therefore resorted to the intelligence, impartiality, and justice, of my brethren in arms for its protection.

Relying, Gentlemen, upon your integrity and independence, I have challenged the most rigourous investigation; and having witnessed your patience and industry, I do now, with confidence, commit my character to you. To you has been made known the whole course of my conduct since I have had the honour of my present command, and you alone can pronounce a sentence, from which at least I cannot appeal.

I therefore ask at your hands a judgment as to the motives of my conduct generally, as well as on the specific acts of which I have been accused—that upon your decision I may stand or fall.

Until the commencement of the present year I did not entertain a suspicion

but that my public services to promote the welfare of our country had been met with a correspondent feeling on the part of the public. I could not doubt that as fidelity existed on my side, so confidence remained on theirs. And with the high-minded and discerning part of the community, I never hesitated to believe that it would remain unimpaired.

While at Washington the last winter, I was for the first time made acquainted with the fact, that certain flagrant and opprobrious charges had been made against me to the Honourable Secretary of the Navy, by Lieutenant Joel Abbot; in which it was believed he was countenanced by others who were officers in the service.

These accusations were so involved with charges against an individual holding a civil appointment, that a mixed tribunal, consisting of one of the Commissioners of the Navy and the United States' Attorney for this District, were directed by the Navy Department, as I then understood, to commence an enquiry into the truth of those charges and opprobrious imputations. While there was a probability of this investigation being pursued, I remained silent.

The course of conduct pursued by Mr. Abbot, in refusing for several days to substantiate his allegations by the production of any evidence, and in declining to afford the slightest means for a public prosecution against me, induced Captain Porter to arrest him as a calumniator.

The circumstances connected with the trial of that officer and his abettor before a General Naval Court Martial, it is only necessary for me to advert to for the purpose of stating, that previously to the promulgation of its sentence, I made application to the Honourable Secretary of the Navy to direct a Court of Enquiry to investigate my official conduct, for the more complete satisfaction of the public. This enquiry the Secretary refused as wholly unnecessary, and the satisfaction of the Government with my official transactions was strongly and unequivocally expressed. I remained quiet, though I much regretted the denial.

But, upon the publication of the sentences pronounced by that Court, my conduct and character were immediately assailed by hirelings in the public prints, in the most wanton manner, by whom paid or by whom countenanced it is not at this time necessary to inquire.

These most injurious and slanderous publications imperiously called on me again to demand a Court of Enquiry for the vindication of my character, as well as to pursue other suitable means of redress.

This demand was granted, and I have been for several weeks before you, gentlemen, laying bare all my public and private transactions for many years, and that nothing might be kept back, I have without complaint permitted enquiries to be instituted into every vague rumour affecting my honesty or my reputation.

With these preliminary observations, I will now proceed to examine in a general manner the subjects brought before this Court, in the order in which they are presented by the standing interrogatories.

On this point, the testimony of Joel Abbot, who professes to know nothing himself, but speaks of rumours of Jackson, Fullick, Leman, Wingate, and Carlisle, has been given to the Court. The professed object is to prove that certain paints, and oils, and also certain lumber, the property of the public, had been used by me about some buildings of my own. It will be found that no one of these witnesses undertakes to swear that any thing which he knew to be public property was ever used by me for private purposes. They testify to their suspicions and *impressions*, and state the circumstances which led to them.

Instead of stopping to examine this evidence, and to show that it proves nothing, which indeed is sufficiently obvious, I request the attention of the Court to the evidence of the witnesses called by myself, who will be found, I trust, to have given a satisfactory refutation to all these accusations.

Mr. Tolman the Master Painter of this Yard, was employed by me to superintend the painting and glazing of my houses. He has sworn that he, and his late partner Park, furnished and procured all the paints, oil, glass, and putty, which were requisite for this purpose, and charged them to my private account, and for which I paid them the full value; that some of the paints and other arti-

cles were at first placed for safe keeping in the public stores in the Yard, that he himself mixed my paints and thence distributed them to my workmen, but as soon as one of my houses was in a state to receive them they were carried there. He expressly denies ever having authorized any of the men to take the public paints or other articles, and if they were so taken, it was done without his knowledge. He is corroborated by Hopping and Hammond, two of the painters employed on my buildings, who stated that although they worked on them, and had as good an opportunity as any one of knowing the fact, that no public paints or materials were used to their knowledge. And Hopping swears that the paints which he and Fullick used, were brought by him from Park and Tolman's store in Boston for me, and Mr. Tolman swears that the public paints were not removed to the shop outside the Yard till the August after Fullick painted there.

For no other purpose, but to exhibit a specimen of the sort of evidence, by which it is expected, or at least it is hoped, to fix a foul stigma of peculation on a public officer, I beg to refer to the testimony of Jackson.

After his first examination, and after an interview with Mr. Abbot and other persons whom he consulted on the subject of his testimony, he again came forward and swore that he painted two rooms and a floor for Mr. Josiah Barker and a floor for Mr Caleb Peirce, and took the stock from the Yard by the order of Mr. Tolman.

Now, Mr. Tolman swears he never gave such orders, nor knew of any stock being taken. Mr. Barker swears that Jackson painted only one room for him, and that he paid him, Jackson, for materials and labour; and Mr. Peirce swears that Jackson never did paint for him, but that he yellow-washed his kitchen and one or two upper chambers one evening; that he, Jackson, said he procured the yellow ochre at his father's, a painter, whose shop was near Mr Peirce's, and Mr. Peirce swears he paid Jackson for his labour and stock. I ought to add, that Jackson was a workman who had been discharged from the Yard for improper behaviour.

From the testimony of Mr. Caleb Peirce, Mr. Ebenezer Barker, Mr. Remick, Mr. Tapley, and Mr. John Peirce, it appears that the three loads of timber spoken of were the private property of Mr. Tapley, and not being found to be of a quality prescribed by his contract with the Government; that they were surveyed by Mr. Barker for Mr Tapley, and were paid for by me, and Mr. Peirce testifies that the dry plank were paid for in other lumber of equal value; and many witnesses testify to the return, without injury, of some sticks of timber borrowed to aid the moving of a building.

Mr. Peirce, Mr. Varney, Keating, Shannon, and others, fully explain the various instances of supposed misapplication of public property testified to by the discharged and disappointed workmen, Lemon, Stetson, Wingate, and Carlisle.

It is only necessary to add that none of the witnesses, not even Jackson himself pretends, that if the fact existed, it ever came to my knowledge, that any person in my employment ever took the least quantity of property of any kind from the public stores for my use, except the borrowing of the store keeper the lumber and nails as mentioned by Peirce and Keating.

There may have been in some instances exchanges of materials, made among the workmen, to suit their temporary convenience, and without any detriment happening to the public.

That such irregularities should have taken place, is to be regretted, and if any vigilance had been wanting to prevent their recurrence, upon their being made known to me, I might be considered censurable. To the consentaneous testimony of all those witnesses, I appeal to prove my absolute prohibition of transactions of this nature, and the uniformity of my efforts in checking the first appearances of deviation from the rules I had prescribed, wholly to prevent petty affairs of this description among workmen employed in a large national establishment, or to prevent their doing little jobs for themselves, you Gentlemen who have superintended them must be aware, is beyond the powers of any man not endued with the eyes of Argus and the hands of Briareus.

I feel, however, the consciousness of not having omitted any precaution which it

became a Commander of such an establishment to take. There are, however, two instances mentioned by the witnesses, which may call for a few remarks, they are the borrowing from the Yard a thousand feet of timber and a quantity of nails, to which I have just alluded, for the purpose of using upon one of my houses in the year 1817. The circumstances under which the sale of the land to the Government took place, appear in the testimony of Mr. Crowninshield and Mr. Binney, and upon which I shall make a few observations hereafter.

For the present, suffice it to say, that I had purchased some land adjoining the Navy-Yard, by desire of the Secretary of the Navy, with a view that it should ultimately become a part of the Yard. When, therefore, a brick house was building on this land, and the person employed by me to furnish the lumber was unable to provide immediately that which was immediately wanted, I did direct the small quantity to be taken, and gave orders that the then surveyor, Stetson, should keep an account of it, so that I might stand chargeable with its value until replaced; and it was in fact replaced by Mr. Peirce, as sworn to by him, in a short time. In like manner some nails being wanted for the same purpose, they were borrowed of Mr. Keating, and were afterwards returned, as he has fully stated. I hope there was nothing censurable in this, especially when the land itself had been bought by me for the convenience of the public.

The second standing Interrogatory is pointed to the employment of the artificers and labourers of the Yard for my private purposes, while paid by Government. Wingate, of all the witnesses examined, is the only one who gives countenance to the allegation that labourers and mechanicks were borne for pay on the public books while employed by me in my own affairs; and he states his belief that his own name was not taken off those books, while he was in my private employment. In the first place Keating, whose business it originally was to attend to the mustering of the men, testifies, that he was provided with a book, in which to keep the accounts of those men, who were in my employment; that he is positive that all those, thus employed from time to time, were taken off from the muster book, and that none were borne for pay on mine and the public account at the same time. This is fully corroborated by Mr. Tolman, Mr. Peirce, and Mr. Shannon, and by several of the workmen themselves; and they state that particular directions were given by me to preserve correctness and accuracy in this respect. And Mr. Peirce testifies, that even Wingate himself, whose spirit and temper are quite apparent, was taken from the public rolls on every occasion that he worked on my buildings, and their private bills and receipts given to me, must put this matter entirely at rest.

Not a particle of evidence has been given to show that the working oxen (of which something was said) were ever employed on my private business with my knowledge, except when they drew out and back timber which was used in moving the buildings, and the propriety of that employment, I believe has been amply proved, nor was their employment in hauling into the Yard the gravel, from my cellar to make the road, more reprehensible. If it were an advantage to me to have the gravel removed, it was a far greater one to the public It cost them nothing but the expense of carting, and effected an important public object at the same time.

That these oxen were employed (while the carts were loading) to haul a few heavy stones, which could not be moved by hand from the wharf to my buildings, has appeared in evidence. This employment was however unknown to me, but the witnesses state that no delay of the public work ensued from thus using them. Some pairs of working oxen, belonging to the public, standing by with their yokes on their necks, and for the moment not employed, were taken by persons in my employment to move the distance of a few rods, some stones too large to be moved without some such aid, and this too without my knowledge, and this is a charge of public peculation!

Before passing from the consideration of the subject brought into notice under this interrogatory, I ought to state that the occasional employment of some of the men or oxen, in hauling and sawing wood, by the officers under my command, was justified by the nature of the services. It was done for the purpose of making available those allowances which are granted by the Government,

So, also, I consider the occasional employment of any of the Yard men, in cultivating and embellishing the puplic grounds, I thought it not only ornamental, but useful to this establishment, that trees should be set out. These have been bought at my own expense to an amount exceeding one hundred dollars, and their probable utility to the public in my opinion justified using the time of one of the men in planting and afterwards taking care of them

When I was appointed to this Yard, I found here an extensive garden, which, as I understood, had always been cultivated at the public charge, what I found had been done during the summer months, I continued to do. The limits of this garden however have since been much contracted by my directions, but I should have thought myself as culpable in suffering it to have gone to waste as to have permitted the fences or public buildings to have fallen, when by a little attention and occasional repairs, they might have been upheld and rendered useful for future years.

A command such as I have the honour to hold, necessarily embraces some discretionary power, on subjects of this character ; particular rules could not be prescribed for every case, and while public utility is consulted and sound discretion exercised in relation to them, neither the Government nor people, I am persuaded, can have any reason to complain.

Neglect of duty in the examination of public accounts, in the survey of public stores, in superintending the employment of the men, and the property confided to their charge, has been attributed to me. Nothing of fact, but something that rumour has embodied on this subject, has been brought before the Court.

The extent of the duty of a naval officer commanding a Yard, was not definitely pointed out when I received my present appointment. Usage had required that all accounts should be approved by him ; but as most of the articles wanted for the service were procured by requisitions on the Navy Agent, the Commandant could not usually be expected to know the exact quality and precise value of these articles. Unless bred a mechanick and practised as a merchant, the relative value and fluctuating prices of various articles will often lie beyond the knowledge of an officer ; and, in fact, such skill and such knowledge are not, as I believe, required ; and I presume could never have been anticipated as necessary requisites in the character of a Commandant of a Yard. The particular duty that I supposed implied by the "approval of accounts," was officially to make known that the article itself had been received for public use in consequence of duly authorized requisitions. If it were not so, the office of a Navy Agent would be entirely useless. I believe that the Government established this office with the express view that the skill and judgment of a merchant should be exercised for their benefit in procuring those articles which were wanted for the service ; and that the commanding officer cannot be responsible for the prices which may have been paid, where he has no personal interest or agency in the purchase. But it has sometimes happened that an article was wanted for immediate use, and the delay of sending to the Navy Agent being attended with much inconvenience, a supposed faithful person has, in a few instances of this kind, been employed to make the selection ; and the account, when approved by me, was sent over to the Agent for payment. Had the price in such instances been excessive, I presume if I had not detected it that he would, and would have refused payment until inquiry had been made. It has however happened, that in two or three cases some small bills have in a course of years escaped his vigilance. But I beg leave to add, that whatever may be the exact measure of my duty in this respect, I have in all cases where the article purchased was of value, personally attended to the quality and the price, and have refused to certify the bills if I thought them too high ; and there is no one who knows me, but will say that I acted with as much fidelity towards the public as I should towards myself, if the purchase had been for my private account.

In the survey of the public stores, prescribed by the regulations and instructions relative "to the United States Naval service," it has been my endeavour

to comply in every minutia to what has been prescribed. No deviation, that I am aware of, has taken place; unless sanctioned by the previous authority of the Navy Board. The testimony of the officers employed in performing this duty, completely refutes the supposition of neglect. And the excess of amount found on hand at the last survey, which would, at the first view of it, strike an uninformed person with some surprise, is explained by the witnesses in a satisfactory manner. It arose from the officers' including those articles which had been issued for expenditure on the books, though not actually expended, with those which remained; and I now advert to it only to show the particularity with which every article in the Yard was examined.

Nor am I conscious that I have been wanting in an early and unremitted attention to the employment of the men; nor in any endeavours to prevent the purloining of public property.

It is not my wish to arrogate to myself any merit for the strict performance of duty, that my country has a right to require of me. But if vigilance has been carried so far on my part as to lead workmen to think it bordered on severity, and to cause in their minds a belief of unnecessary restraint, which with the evil disposed has led to the uttering of undeserved complaints, I may be allowed to say that such conduct on my part is hardly deserving of reproach.

Some explanations may be requisite in respect to the deviations from the late regulations providing for mustering the men. It was required by the orders of the 31st January, 1821, that the Lieutenant of the Yard, or in his absence, the Master, should attend the muster and keep the check, and that the Clerk of the Yard should call the roll.

At the time this order was received, there was no Lieutenant of the Yard: there was a press of public business, and it occurred to me, as there was a supernumerary master at the Yard, whose disability prevented his being actively employed, it would fall within the spirit of the rule to devolve this duty on him, and thus prevent the permanent Master of the Yard being taken from his other important duties; and Keating who had long been employed at musters in calling the roll, and whose merit consisted in keeping it with accuracy, was suffered to continue it. This was virtually what the regulations required. Both the individuals thus answered to the objects intended, and were checks on each other, and responsible for the faithful discharge of this duty.

The next subject of inquiry under the Interrogatories of the Court is, whether the requisite measures were taken for the detection of Mr. Fosdick's fraud upon the Government, and the recovery of satisfaction for the United States, or that Captain Hull had any improper connections or collusion with said Fosdick in his said fraud.

When I took the command of the Yard, I found Mr. Fosdick paying the men, he had been permitted to do it by Commodore Bainbridge, he was high in his confidence, and he was recommended to me in the strongest terms by Mr Bradbury, who had known him from a child and had brought him up in his counting house. I continued him in his employment. Afterwards Mr. Deblois paid the men for some months, but he was not well acquainted with them, was very slow in paying them, and much time was lost in doing it, which became an occasional subject of complaint on my part. At a subsequent time he asked me if I was willing that Fosdick should resume the payment of the men, I consented, for he knew them well, dispatched his business very fast, was an excellant accountant, and I had perfect reliance on his integrity. No man ever complained to me that he was obliged to sign a blank pay roll, or that he was oppressed or injured by Mr. Fosdick; in fact he was as much respected as any person in the Yard, and the first suspicion I ever had of his dishonesty was when Mr. Barker told me of the examination he had made of the rolls a year after Fosdick left the station.

As soon as I knew of it, I immediatelly made the necessary arrangements to secure what property he had in Boston, as appears by the testimony of Mr. Blake and Mr. Bradbury, and set off for New-York; and there, after much difficulty, I procured the arrest of Fosdick and the assignment of his property. No

one knowing the steps pursued by me, can believe that I neglected any measures for the detection of his fraud, much less that I had any improper connection or collusion with him And here I would appeal to the testimony of the Honourable Brockholst Livingston, one of the Judges of the Supreme Court of the United States, and to that of the Honourable David B. Ogden and Robert Tillotson, Esquires, of the City of New York; on all whom I called to procure their aid in arresting Fosdick and securing his property. Judge Livingston says, "that the said Isaac Hull, did manifest at the time a high sense of duty and a very ardent, and as this deponent then thought, and still thinks, a very sincere and earnest desire to bring the said Fosdick to justice, and to secure the United States from any loss in consequence of Fosdick's misconduct; and that it appeared to this deponent that he put himself to very great trouble in the business, and no one could have evinced greater solicitude and anxiety under the same circumstances; and that, as far as came under his observation, he acted in every respect as became a vigilant, zealous, and faithful public officer." And Mr. Ogden, after narrating at length my course of proceeding in New-York says, "that it is now, and always has been, his opinion that the prompt and vigilant conduct of Captain Hull, and the vigorous measures pursued by him, had been the means of saving the Government the moneys which had been fraudulently taken by Fosdick, and that in his judgment Captain Hull did manifest a strong desire to protect the public interest, and a high sense of the duties which were imposed on him by this unfortunate business, and a firm and fixed determination faithfully to discharge these duties with a single eye to secure the Government against loss." To the same effect is the testimony of Mr. Tillotson.

Indeed, had a corrupt connection existed between us, it could not have been concealed.

At this period of time, when I look back upon the things that are passed, I do not know a measure neglected or means overlooked in procuring the settlement with Fosdick. And a settlement I was greatly desirous of procuring, because Mr. Blake was clearly of opinion that in a course of law not half the amount could be proved and recovered.

In the many instances of public defaulters, of cashiers of banks, and other persons who have been guilty of great peculations, and who might easily have been detected, if the officers placed over them had suspected their corruption, I do not remember a single case in which the recovery has been so complete as in this: I draw two inferences from it, the one that Fosdick was not the extravagant man he has been represented, or the sums thus obtained by him from time to time would have been constantly expended; and the other, that much more than ordinary vigilance was exerted in procuring satisfaction for the United States.

Lieutenant Abbot has accused me in the most direct and positive terms of an improper connection and combination with Fosdick, and he has also stated that the witnesses from whom he expected to support his charges against me "were mostly near my person," I now appeal to this Court with that satisfaction which integrity alone can afford, whether a single witness can be selected, not only from those about my person, but from the long list who have been examined who either believes, or who has even a suspicion resting on his mind that I was guilty of any such collusion, with two exceptions however I admit; and since there are exceptions, if I had been kindly permitted to have chosen for myself who the excepted persons should be, surely I should have selected no others than Joel Abbot and David Leman, the one who from pride or obstinacy, or some compound more bitter than even Druggist Elliot can prepare, swears he will believe every thing against me; and the other, whose malignity is as aparent as his ignorance Lieutenant Abbot states no fact upon which he grounds his belief, but Leman does state that he repeatedly refused to sign a blank pay roll which Fosdick with much vehemence requested him to sign, and that in consequence of it, I enquired of him why he did not sign the pay rolls, and he replied that if he signed it in blank, he would be paid only $2, and the roll would be filled up with $2 50, and the Government would be defrauded; and he states I repli-

ed that I did not know that he was to have more than $2. To analyze and compare this man's testimony, and show the gross improbability of it, as to the part which relates to Fosdick as well as to myself, would be easy, and might have been necessary, if other facts were not before the Court which perfectly overthrow it

On being cross-examined, he says he commenced working at an agreed price of $2 50 per day, on the 17th of May, 1816, and continued to work for three or four weeks, during which time he signed the pay rolls; that he was never asked to sign but one blank pay roll, and that was about the first Monday of June, that he received his money from Fosdick, and there were names signed in blank upon the roll both above and below his own. What is the fact however?

The very roll he speaks of was kept by Mr. Deblois, who at that time paid the men; the whole of it is in his hand writing, and Leman's name is the very first on the roll; and Mr Deblois swears that Mr. Fosdick never had any thing to do with his rolls, for he always paid the men himself; and that a blank roll never was signed by any man while he paid the men. I do not now remember having any conversation with Leman on the subject of his daily wages at that time, and certain I am that none such as he describes ever did take place; but this I think is highly probable, as the usual price of the skillful carpenters at the time was $2, that his name was filled up with that sum instead of $2 50, and his difficulty arose in getting the mistake corrected.

Leman says when Fosdick asked him to sign the blank pay roll, it was the general run of talk that excited his suspicion at that time, and Mr. Fosdick's vehemence confirmed him in the full belief of Fosdick's fraud; which full belief, however, he swears he never communicated to any one. But being particularly called on to state by whom such complaints were made, he can name no person who ever had complained of Fosdick but Leavett. Now, the fact is, that Fosdick for many months previous to the time of which Leman speaks, had not paid the men, and the complaint of Leavett, which it is evident Leman picked up from Abbot's trial, as he refers to Mr Barker's testimony concerning it, was not till the year 1818, two years after the time sworn to by Leman, and was then made to Mr. Barker himself, and not communicated to me. Leman also states, as another reason for his belief that I was concerned in Fosdick's fraud, that one Sawyer had stated in his brother's shop, that he had been paid $3 of a Saturday for making over weight in iron. But on examining his brother, it appears that if any fraud was committed by Sawyer, it was long before I took command of the Yard.

Thus much for the accuracy, credibility, and pure motives of the only witness who believes, and states any reason for his belief, that I knew the men were required to sign blank pay rolls.

I assert, without the fear of contradiction, no man ever did complain to me that he was thus compelled; nor did I know till after Fosdick left the Yard and his fraud was detected, that the men did sign blank pay rolls, as I never examined them till they were all filled up and made ready for my approval, for it was not my duty to examine them.

This fraud was commenced by Fosdick while Commodore Bainbridge had command of the Yard, and was practised also under Captains Shaw, W. Stewart, Wadsworth, Claxton, and Kearney; and though the amount of fraud committed by him under these gentlemen was comparatively very small, yet it is sufficient to show that their mode of examining and approving the rolls did not differ from mine.

Indeed, never was I deceived in any man more than in Mr. Fosdick; never was there a man in whom was reposed more confidence, and happy am I that the evil consequences are no greater to the public or to myself.

Under the last standing interrogatory proposed by the Court, I am accused by Lieutenant Abbot of being guilty of oppression towards those under my command, and of withholding from them allowances to which they were entitled. Cruelty and disobedience of orders are in effect embraced by these charges. The correspondence carried on with the Auditor and Secretary of the Navy

Department, down to the last of the year 1820, has been laid before you; and, from it, it will be perceived with what justice this imputation on my character and feelings has been made. Having serious doubts as to the true construction to be given to the several directions emanating from the Department, and anxious to gratify every proper wish entertained by the officers on this station, I sought explanations at the proper fountain. Those which were given afforded some latitude, and I felt authorized under them to make the allowance of chamber money to October, 1820. The Auditor then informed me that the course I had pursued was not warranted by a correct exposition of the orders referred to. And in November of that year came the general orders in relation to allowances, which none but those wilfully obstinate could affect to misunderstand.

The general kindness and leniency manifested towards those under my command, I believe all the witnesses have satisfactorily established.

To dwell further on this subject is unnecessary, nor is there even time to notice the grievous oppression practised upon Mr. Leman, who was compelled to come to work at sun-rise, (according to his agreement,) merely because I wished to get a good day's work out of him.

Connected with the enquiries of this Court, but not immediately embraced by any of the general interrogatories, is the case of Lieutenant Percival.

It has been alleged against me, that having permitted him to go abroad, I refused on his return to approve his account, unless he would agree to allow me part of it by way of douceur, and that I actually received from him the sum of $126 for passing the account. This base scandal is perfectly refuted by the testimony of Lieutenant Percival. It is true that Lieutenant Percival, who had been a highly meritorious officer during the war, was permitted to go abroad at a time when there were from 8 to 13 supernumeraries attached to this station, for whom little or no employment could be furnished to keep them from idleness.

In his going abroad, I disclaim all personal interest. I gave him no reason to believe that he would receive his pay during his absence, or that I thought him entitled to it; and the sum I paid him for services as an agent was sufficient to have procured another person perfectly competent to the business.

On his return I refused to approve of his public account, until he wrote to the Department on the subject. I did not see the letter he wrote, but I presume that it fairly stated his case, and considering him attached to this station during his absence; his name having been constantly borne on the books of the Yard, I did allow his account on the receipt of the letter from Washington in answer to his application.

I did object also to his private account against me, and would not settle it till certain items were struck out, as improperly charged to me.

Far be it from me to wish to leave on the mind of any upright man, even the shadow of suspicion upon my motives. I do declare then, upon the honour of a gentleman, that the two accounts were never blended, and the settlement of the one was not connected with the allowance of the others. The fact was this, Lieutenant Percival had sold to Colonel Aspinwall the property of which he had the charge, for a sum about sufficient to defray all expenses, including his services, to be paid for by drafts upon Colonel Aspinwall, payable at different periods. Lieutenant Percival's previous management of the business not having been approved by me, he, to secure himself, arrested the funds by subjecting the proceeds of the sale to his own drafts only; but to manifest his integrity, he stipulated while in England, and wholly unknown to me, that the drafts should be drawn in my favour only. To enable him then to obtain the amount due himself for his own services, it was necessary to procure my endorsement of his bills, which I refused to do while his account contained the objectionable items. He resisted it for a time, but at last, when on the eve of quitting the station, in the frigate Macedonian, he struck out of his account the items I objected to, and I endorsed his bills upon Colonel Aspinwall; and he then sent me the amount I had been overcharged, which he realized on the sale of his bills of exchange to Winslow, Lewis, & Co.

Another subject also of little consequence, but of some notoriety, is the supply of medicines for my family.

One of my family, a long beloved inmate in it, was taken sick, and not having perfect confidence in the then physician of the Yard, I employed Doctor Danforth to attend her; he refused to have the medicines of the Yard, which before that time had always been used in the family, and insisted on my procuring them at an apothecary's agreeably to his prescription. This was done, and after that, from time to time, the medicines required for the use of the family generally were procured at the same place; and I considered myself, under the long and well known custom of using the public medicines in the families of officers attached to the different stations, as at perfect liberty to charge the medicines in the present instance to the Government.

The evidence of the late Secretary of the Navy, together with the testimony of Surgeons Marshal, Hunt, Thorn, and Parsons, of the Navy, and the proof of the custom for a series of years of the Surgeons' purchasing medicines of different apothecaries for the family of a former commander of this station, at the expense of the Government, is, I think, a complete justification of my conduct; and the general Naval order of May 4th, 1821, virtually recognises the custom while it abolishes it. That I did not believe I was doing wrong, my conduct in the settlement of the account fully proves, and the allowance of the bill by the Government without objection, puts an end to all doubt on the subject.

That some of these medicines were carried by my family when they travelled to Connecticut, in September, 1818, I do not doubt; but there is no truth in the insinuation that medicine had been sent to, or used by, any persons out of my family.

The testimony before the Court on the subject of the conversion of public property to private use, and of the employment of the men, &c. having already been considered, I beg leave, in this place, to say a few words on the causes which led me to become an owner of real estate in the neighbourhood of the Navy-Yard. Soon after I took the command on this station, I found certain shops and houses in the vicinity of the gate, a perpetual nuisance. The one, affording easy and convenient receptacles for public property stolen from the Navy-Yard, for which liquor was given in payment, and the other, being disorderly establishments, which were the haunts of the dissolute and wicked, and by whom the thoughtless and unwary were constantly tempted. Their certain effect was to destroy the spirit of discipline and subordination among the men.

I made various attempts to remove them, but without success; till at last, being satisfied that no reform could be effected unless the places were under my own control, I determined to purchase them; and in doing this, I do sincerely say my motive was the public good. When the Woodward Estate was offered for sale, I was extremely desirous that it should become public property, and I made repeated applications to the Secretary of the Navy to purchase it. At first he entirely declined, on the ground that the places for the permanent establishment of the great Navy-Yards in the United States not being fixed, he felt unwarranted in extending the public property at Charlestown. But afterwards he requested me to make the purchase, and agreed to take as much of the land at a fair valuation as would straighten and improve the south west side of the Yard, provided I would take the old buildings on it. Acting under this agreement, I purchased this estate in the summer of 1816, and in the fall of that year, the Secretary gave the directions to have that part of the land which he had agreed to take, appraised and set off to the Government.

The Navy Agent did not act in the business till the ensuing spring, when he directed the line to be run; and in April the work was commenced accordingly. The appraisement was completed in June following. A brick tenement was erected on the land taken from the Woodward Estate, for the families of the warrant officers attached to the Yard, and the Yard itself was put in complete order on that side during the course of that and the ensuing season; in doing which the labour and materials mentioned in the loose memoranda of Major Gibbs, were for the most part laid out and expended.

In the whole course of this business, I acted with upright motives, and with a strong desire to increase the value of the Navy-Yard to the United States; and

no act in relation to it was done by me, in which the public were concerned, that was not communicated to the Secretary of the Navy and the Navy Agent of the United States.

The small piece of land near Chelsea Bridge, I purchased when the gate was opened on that side of the Yard, from similar motives as above expressed, and I repaired and added to the old house on the premises, and put in it respectable tenants. These purchases, so far from being profitable to me, have been a bill of expense, and I cannot sell the estates at their cost. The lands were mortgaged for security to the vendors, and so far as I have paid for them, I have been obliged to sell property yielding a better income than this.

And when I am charged with a disposition to enrich myself by the plunder of the public, it may be allowed me to appeal to the actual amount of all my property, connected with my known habits of life, and I now declare that I am worth less than when I took the command of this Yard. That my whole property, after twenty-four years of public service, does not amount to $18,000, including all my pay and prize money, and every species of estate. If there be those who think that I have not well earned this small competency for myself and family, I shall still not indulge in any complaints. But the charge of seeking to increase it, by fraud and pilfering, it is my duty to repel.

Upon the whole, when I carefully review my conduct in this affair, though I have much occasion to regret that a single individual should have suspected me mean enough to have wilfully taken the public property for my own private purposes, I see no injury the United States has sustained. The few articles borrowed with my consent and afterwards returned, I should with the same freedom have lent to Mr. Gray, to Mr. Harris, or to Mr. Devens, under similar circumstances; and if a few pieces of lumber, or a little paint or iron, belonging to the public, have been inadvertently used on my houses without my knowledge, the Government have had much more than an equivalent in the free use of the buildings belonging to me within the Yard. But I humbly insist that the public have been greatly benefitted by my purchase of the real estate, and this is fully proved by the clear and satisfactory testimony of Nathan Adams, Esquire, and also by that of Mr. Barker. Instead of a disorderly, corrupt, and corrupting neighbourhood, and an inconvenient entrance, they have a convenient avenue and a quiet and honest population; and the good effects of these measures will be felt as long as vigilant officers are found to guard in like manner the property of the public, and the discipline of its servants.

Having examined the various subjects growing out of the evidence before the Court in answer to the standing interrogatories, and having made such a brief comment upon them as they appear to require, I am brought at the close to the consideration of Lieutenant Abbot's letter and his testimony consequent upon it, which letter I regard as in truth the basis upon which the present proceedings are founded, and I shall therefore examine his charges and his proofs.

While I feel that the arrest and trial of Lieutenant Abbot, previous to any enquiry into my conduct, has excited a popular feeling in his favour, and of course has cast a shade on me as though I had avoided scrutiny, and this excitement hath been continued by artificial means, and Lieutenant Abbot has been from time to time complimented upon the purity of the motives he assumes to himself, yet I trust a patient examination will show, not my friends, not the Government, not the public only, but the active supporters of Lieutenant Abbot themselves one and all, that the piercing eye of Captain Porter, looked into the heart of the man, and at a single glance anticipated the conclusions which the present investigations will establish on an immovable foundation.

The first letter of Lieutenant Abbot to the Secretary of the Navy, bears date on board the United States Schooner Alligator, October 4th, 1821, in which he concisely states "that from various circumstances, the inference is so apparent to his mind that the copper deposited at the Navy-Yard, Charlestown, if carefully examined and surveyed, might so far fall short of the proper quantity, that he feels it his duty to make this communication;" to which letter the Secretary replied on the 12th of November following, desiring him "to communicate more

explicitly the circumstances which excited his suspicion, stating in detail whatever information may be in his possession on the subject."

To this request, the letter of Lieutenant Abbot, of the 11th of January, 1822, is the professed answer. He begins by saying, "in making this report of the copper, it is impossible to convey my impressions of things without alluding to other subjects, and even with all the pains I am able to take, it is impossible for me by writing to convey any thing like a full representation of things." And after stating, "if there are any general expressions which you may think ought to be confirmed by facts, on intimation of your wish, I think there will be no difficulty in supplying them, of a nature to satisfy any reasonable mind;" and he then distinctly adds, "*I have carefully abstained from any general expression which I do not feel authorized by facts to state.*" He then enumerates several particulars, to wit:—

First. That there had been rumours for several years at the Navy-Yard, that all was not right with regard to the copper, which rumours, he heard when he first came upon the station

Second. That Fosdick had much to do with the copper, and the copper was specified as a means by which he might have obtained part of his money.

Third. That copper had been seen in Boston, with the Navy-Yard mark; and that the necessary means had not been taken to recover it.

Fourth. That proper surveys had not been held on the copper for several years.

And at the end of the letter, he states that the survey then holding on the copper, might be far from correct, "because the mismanagement might have been in the accounts of receipts and expenditures of the article, which were for a long time entirely in the hands of Mr. Fosdick, and the book which he kept was lost or mislaid, and for aught he knows destroyed."

Thus far he details the circumstances relative to the suspected mismanagement of the copper, and which, by the manner of communicating his information, he would lead the Secretary to believe were in his possession at the time of writing his letter of October 4th, 1821. Certain other subjects are also submitted to the Secretary in this letter, which will be examined in their order.

Fearing that he had not been sufficiently strong and explicit in his letter of the 11th January, he writes again on the 19th, to the Secretary, and says, "I am "acquainted with such facts and circumstances relative to the conduct of Captain "Hull, that I dare say if Captain Hull should be brought to a Court Mar- "tial, he must inevitably be disgraced. I beg leave to remark, that things have "got to such a crisis, that Captain Hull cannot remain on this station much lon- "ger, without being himself, or having others disgraced. Whatever measures "the Government may see fit to take in consequence of this communication, it "will not be for me to call in question—I can only say I have done my duty."

Not satisfied with this, a duplicate is sent to Dr. Trevett at New-York, to be by him forwarded also, to the Navy Department; and in his letter to Dr. Trevett, he says, "I am very confident that there can be established a connection "between Captain Hull and Fosdick, that must damn Captain Hull if he is "brought to a Court Martial." And again he writes the next day to Dr. Trevett, in which he says, "I wish you to lose no time in forwarding that letter "which I enclosed to you, to the Navy Department; I wish it was there now." And then in italics, "*I know I can substantiate every thing I have said in it.*" And afterwards adds, "I despatched that letter to you, the moment I was con- "vinced I could substantiate it: I have now additional testimony and weight of "character to support me. It is, therefore, all important that letter should go "to the Navy Department immediately." Which letter, Dr. Trevett forwards with some kind advice of his own, to enable the Secretary "to act with pro- "priety in this exigency." To give the last blow, Lieutenant Abbot immediately after, set out for Washington, to see the Secretary himself, but was stopped on his arrival at New-York, by meeting Captain Porter, who had been despatched by the Secretary, to enquire into the evils of which so long and alarming a detail had been made. I will not relate the subsequent proceedings which ended in the arrest of Lieutenant Abbot.

Before I examine the charges either specifically made against me, or which implicate my integrity, I add one more fact; that so early as the summer of 1821, whilst at the springs, Lieutenant Abbot wrote a letter to the Secretary, complaining of mismanagement of the copper at the Navy-Yard in Charlestown, which letter, however, he saw fit to destroy

I begin by enquiring, then, what information Lieutenant Abbot possessed when he wrote his letter of October 4th, 1821; about which time he sailed in the Alligator, and returned the latter part of December following, and of course during that time, had no means of acquiring new information.

In his testimony he states that in 1818, a little before the Guerriere sailed, he heard in the Yard a considerable bustle about copper having been improperly taken out of the Navy-Yard, but he paid no particular attention to it, and neither recollects persons nor quantities, and took no part in the conversation. Sometime in the course of the summer 1820, he heard Bogman, Gunner of the Yard, speaking about his going over to Boston and finding some copper there that belonged to the Navy-Yard, he, Bogman knew from the mark upon it; Bogman said it had never been got back to the Navy-Yard, except about 14 lbs. of it.

In 1821, he had some conversation with Lieutenant Berry, and afterwards with Lieutenant Caldwell, on the mode of surveying the copper; the substance of which, according to his own statement, is this: that the copper had been returned as surveyed, the amount being taken from the Store Keeper's books, or was to be returned without being weighed; and after that he says he had some slight conversation with Keating, who, according to his own account, was very guarded; and lastly, that he heard reports before he went out in the Alligator, but from whom, or what they were, it was impossible to say.

Without comparing his evidence with that of Lieutenants Caldwell and Berry, and with that of Keating, it is clear from his own story that he was in possession of only one fact relative to the copper, from which improper management could be inferred, to wit, that it was not all weighed when it was surveyed; and the other things stated by him as facts, in his letter of January 11th, 1822, that there had been rumours for several years, that all was not right with regard to the copper, that Fosdick had much to do with it, that the necessary means had not been taken to recover that which was seen in Boston, and that the copper was distinctly specified as a means by which Fosdick might obtain part of his money, were utterly without foundation.

To advert again to his testimony, when cross-examined on this subject, he states that Keating told him Fosdick had much to do with the copper; that it was impossible for him, Abbot, to say from whom he heard his reports; that he did not recollect who told him, the necessary means had not been taken to recover it when seen in Boston; that he heard it previous to October 4th, 1821, but never communicated it to any one.

Now, if Keating ever made the declaration as stated, it was after Abbot's return from the Alligator. He, accordingly, whatever idle rumours he had heard, was in possession of no information relative to the mismanagement of the copper, when he wrote his first letter to the Secretary which he did not send, nor when he wrote the letter of the 4th of October, 1821.

On his arrival at Marblehead in the prize ship Maryanna Flora, in the latter part of December, 1821, he says he was informed by Midshipman Bubier, that the devil was to pay about the copper; upon which the Lieutenant says he hastily observed, "then my conclusions are right," and that Bogman had come into the Yard one night with a cutlass, who said he had been hunting for copper, and had got a clue to a great deal more that had been taken from the Yard.

After receiving the Secretary's letter, Lieutenant Abbot professing to consider it as an order to collect information, instead of a request to communicate what he already possessed, procures a formal introduction to old Keating, through the kind offices of their mutual friend Doctor Trevett, with the intention of obtaining what information he can from him on the subject. I found, he says, that Keating was very guarded, but I inferred from his manner that he thought all was not right. From this it follows, that if there had been any thing wrong in relation

to the copper, it is certain Lieutenant Abbot, down to the period when he wrote his letter of January 11th, 1822, knew nothing of it, even committing for truth all his testimony. And here permit me to remark, not a witness has intimated a suspicion that any fraud has been practised with the copper at any time, nor has a particle of proof been offered of the existence of any rumour to that effect.

And further, that Fosdick had it singly in his power to defraud the public of large sums of money in managing the copper concerns, is untrue, for he did not purchase it, and could not deliver it, but upon requisition, nor could he have taken it without the knowledge of Keating, who kept the keys of it. But if he had possessed this power, not a syllable has fallen from the lips of any one, no, not a hint, that Fosdick made any thing from the copper. And instead of the necessary means being neglected in recovering the copper said to have been seen in Boston with the Navy-Yard mark, and which proved to be the ends of some copper bolts stolen by one of the armourer's gang; the testimony of Armourer Bogman and Armourer Peirce, is full to show that the greatest diligence was used in the endeavours to recover it, and to prosecute the thief to conviction.

When the copper was received at the Yard, some of each sort was weighed and compared with the invoices, and marks and numbers, and found correct, and that received from Mr. Revere was weighed at the Yard. In the regular surveys, the copper was so heavy, and it required so much time to take it from the boxes and re-pack it in a proper manner, and the season of the year, the dead of winter, was so inconvenient for the purpose, I directed that the whole boxes need not be weighed, but they might be estimated at the marks and numbers; and in adopting this course I was authorized by the letter of the Commissioners, under date of the 4th of November, 1819. That there was no deficiency in the copper the last survey clearly shows; which survey *was known* to *Lieutenant Abbot* when he wrote his letter of January 11th, 1822.

But the assertions of Lieutenant Abbot in his letter concerning the copper, and his declarations under oath, are not entitled to credit, for he is contradicted in all his statements by Lieutenant Berry, Lieutenant Caldwell, Gunner Bogman, Midshipman Bubier, and Mr. Keating; and more especially by the last, who expressly told Lieutenant Abbot, that till the copper was weighed, the fact whether any deficiency existed or not could not be ascertained. Again, Lieutenant Abbot states in his letter as before mentioned, "that though the "survey might appear correct, yet it might be far otherwise, because the mis- "management might have been in the accounts of receipts and expenditures, "which were for a long time entirely in the hands of Fosdick, and that the "book which he kept was lost or mislaid, and for aught he knows, is destroyed."

By this insinuation he endeavours to cast a slur over the survey, and prejudice the mind of the Secretary relative to it; yet, previous to the sending of this letter, Keating told him he had a true copy of that very book in his office, made for his own use, and containing the accounts of the receipts and expenditures of the copper; and it further appears that the original book itself, was in the hands of Doctor Bates, the store keeper, where it ought to have been, and it has since been compared with Keating's book, with the original invoices, and with with Mr. Revere's bill, and they are all found to agree.

The next allegation in Lieutenant Abbot's letter, is that Fosdick was "sus- "pected by the officers of the Yard, for several years of dishonest conduct," which assertion is twice repeated: and again he says, that certain officers, who recommended Mr. Fosdick to some office, did not suppose him to be honest. That Fosdick was dishonest, is admitted, but that he was suspected of dishonesty is denied; Mr Abbot on being questioned before the Court, as to his information on this subject, says Doctor Trevett suspected him for several years. Wyman, the Purser's Steward, as he has heard, Sailing Master Waldo, Sailing Master Ferguson appeared to, and Mr. Keating, and last, though not least, Lieutenant Abbot himself, "according to his opportunities of knowing." Of these persons, Wyman is dead, and Doctor Trevett and Sailing Master Ferguson are absent: That Doctor Trevett ever suspected him, cannot be inferred from any circumstances; on the contrary, it appears by Abbot's own testimony, that his first suspicions arose upon hearing it stated by Fosdick himself,

at a dinner table, that he had taken up his connexion with the Yard; thinking a person would not leave so good a place, unless there was iniquity somewhere. In what Mr. Ferguson appeared to suspect Fosdick, we are not informed by Mr. Abbot, and as to Mr. Keating, he was under a religious obligation, not to communicate his suspicions, except to one person, and he swears that on that account he did not communicate them; and Sailing Master Waldo expressly swears, that he had no suspicions of him. As to Lieutenant Abbot's own suspicion, which he dates as commencing at the time of his conversation with Doctor Trevett, after Fosdick dined with them. It should not be forgotten that he joined the Yard in January, 1820, at the time when Fosdick quitted, and never met him but this once, after joining; and at the time he saw Fosdick in 1818, before the Guerriere sailed, he had so good an opinion of him, as to employ him to make out his accounts for him; but the fact, no doubt is, that Lieutenant Abbot never did suspect him, and his first information on the subject was, when he heard of the detection of his fraud; for the only thing in which Fosdick is believed to have committed any fraud, was in the pay rolls, which according to Abbot's own statement, had "not come to light," and the evidence before this Court is beyond contradiction, that all the officers of the Yard, with the exception of K-ating, not only believed him honest, but they greatly esteemed and respected him; and among his friends and by the public, his character for talents and integrity was not only undoubted, but appears to have been elevated.

Lieutenant Abbot has also asserted in his letter, that for three or four years before Fosdick left the Yard, (which covers the great part of the time he was in it,) "it was known that he lived in great extravagance, expended several "thousand dollars per annum; he kept house, entertained a great deal of com-"pany, &c. &c." but the Lieutenant, on being examined as to this assertion, cannot mention any one from whom he heard this story, though his impression he says, is that he was thus informed. The truth is, instead of being expensive in his habits, Mr. Fosdick was a very prudent and parsimonious man, and never did live in an extravagant manner, as is clearly proved by the testimony of Mr. Bradbury, Mr Buckman, Mr. Ware, Lieutenant Ward, and others.

Lieutenant Abbot, then asserts in his letter that the interests of Mr. Fosdick, Colonel Binney, and myself, "seemed to be identified," and that we were "all equally suspected by the officers of the Navy-Yard, as being concerned in a game of peculation." This is a serious accusation, and if true, I ought to suffer all the disgrace that even Lieut. Abbot himself would inflict, he being Judge; but as he was not attached to the Yard, when Fosdick belonged to it, and of course could have no personal knowledge of such a state of things, he was enquired of by what officers he was informed, that they suspected such a combination, *he says that he don't recollect that any officer told him so, nor does he name any one as his author*, and out of seventy odd witnesses examined by this Court, including the very officers of the Yard, to whom the reference is made, not a man is found, save Daniel Leman, who ever once thought me guilty of collusion or combination with Fosdick, much less with Colonel Binney and Fosdick, jointly; and as to Leman's suspicions, it is easy to perceive from his testimony, that he derived them from Abbot himself.

Lieutenant Abbot then asserts in his letter, that "those who venture to oppose, "to scruple, or to reluctantly acquiesce; and even those who, with more cau-"tion, rendered a cheerful obedience, but were thought, by their situation, to be "obstacles in their way, felt the effect of their displeasure, in their emoluments, "in their feelings, or in their situations." But when Lieutenant Abbot is enquired of, under oath, for the proof of this allegation, he says that no one was thus oppressed or affected by the combined efforts of the three; but that Mr. Bogman did not have the allowance he was entitled to. But what says Mr. Bogman, upon whom it would seem the vengeance of this combination was wreaked? He states, that he never was oppressed, nor deprived of any of his emoluments; but, on the contrary, was always treated with kindness by me.

Lieutenant Abbot then asserts, in his letter, "Every thing was obliged to re-"cede before a combination of such men, with power in their hands; and

"every honest man in the Navy-Yard was, in short, attacked by them." On being asked, upon oath, to name the persons thus attacked, he says, *he knows of none.* He is then questioned as to the fact whether any honest men were attacked by either of them; and he says that Fosdick threatened to turn Keating out of the Yard. But Mr. Keating, when examined on this head, denies he ever was thus threatened; on the contrary, if any threats were ever used, they came from himself.

Lieutenant Abbot then asserts, in his letter, that Col. Gibbs "was traduced "to the Department, as unfit to perform the duties of his station." On being enquired of for his author, he states, that no one told him so, as he recollects, though he has an impression that Dr. Trevett may have told him so.

He then asserts, in his letter, that artful representations were made to Mr. Waldo, and promises which have never been fulfilled. And on being questioned as to this, he says, he does not know who told him, unless it might be Mr. Waldo himself; and as to promises, he does not know what, or that any were made to him. But Mr. Waldo, on being questioned, says that no artful representations ever were made to him; and no promises that have not been fulfilled.

Lieutenant Abbot next asserts, in his letter, that "Mr. Deblois was attempt- "ed to be supplanted, in favour of Mr. Fosdick." When asked as to the truth of this assertion, he says he does not know who told him, he must have heard it by report, but he took no particular pains to trace it. Yet even Lieutenant Abbot acknowledges that Mr. Deblois, when this passage was read to him, said that it was news to him. When examined on this subject, Mr. Deblois says no such attempt ever was made; he was always treated with kindness by Captain Hull; and, in fact, that he never heard of the story till Lieutenant Abbot stated it to him.

And as to the assertion that sundry officers recommended Fosdick for an office, when they did not suppose him honest: Lieutenant Abbot, on being questioned, says he don't know who did recommend him.

He also asserts, in his letter, that I was connected with Fosdick with the petty hucksters, outside the gate. But upon being enquired of, as to the truth of his assertion, he says he took it from report, but from whom he heard the report he cannot say.

He asserts, in his letter, that when Keating was convinced of Fosdick's frauds, "from the views he had of Captain Hull, he was apprehensive he would not be "inclined to cause a reform." But Mr. Keating testifies that he never did tell him so, nor intimate any thing of the sort; on the contrary, that such an idea never entered his mind; but that he was restrained by religious obligation alone, from communicating his suspicions to more than one person; and that he selected Col. Binney, instead of Captain Hull, because he had the duplicate pay-rolls; and that he expressly stated this as the reason, to Lieutenant Abbot, when he made his enquiry on the subject.

He asserts, in his letter, "that the clerks of Mr. Binney and Captain Hull "contrived to prolong an examination for four or five months, which might "have been made in three weeks." But he gives no authority for this assertion; and they both testify that they were diligently and carefully employed six afternoons and evenings in the week, for a period of about four months, and that probably forty thousand items were examined and compared.

He also states, in his letter, "that superior officers were oppressed and "wronged; and many honest men in the lower classes dismissed from the "Yard, with an indelible mark of infamy." On being enquired of as to the truth of this assertion, thus made by him, he says, "*he does not recollect that he was ever told, nor does he know that any honest men were thus dismissed.*" As to the oppression of officers, however, he specifies his own case.

The records of the present Court will show that not an honest man has been thus dismissed: and, may I not add, not an officer oppressed.

As to the assertion, in the letter, that I was concerned in a brick store, at the Navy-Yard gate, in which he alleges a confidential clerk of Colonel Binney was placed; and who, as he says, "was employed by him to purchase copp-

"and other articles for the Navy-Yard," and "which were charged at an "enormous price." On being enquired of, under oath, of this, he states, it is his impression he has been thus told, but by whom or when, he does not recollect.

He also states, in his letter, that Col. Binney made up a large salary to my clerk. And on being asked as to this, he says it is his impression that he was thus informed, but by whom he does not recollect.—*Non mi ricordo!* The fact is disproved at the mouth of three witnesses.

He also asserts in his letter, "I will here observe, that Mr. Parmenter, Mr. "Binney's head clerk, has since declared that he knew for a year or two before "Mr. Fosdick left the Navy-Yard, that he was cheating in the pay rolls." On being enquired of as to the truth of this report, he says that Doctor Trevett told him that Lieutenant Caldwell told him so. Doctor Trevett is absent, and he therefore reposes this weight upon him. But what are the facts? Mr. Parmenter did not live with the Navy Agent at the time, and he never did thus state. When Mr. Parmenter enquired of Lieutenant Abbot how he came to insert such a passage in his letter, he said in reply, it was one of Caldwell's stories. Afterwards Mr. Parmenter met Lieutenant Abbot again, and complained that he had published his book, and had left this clause concerning him uncontradicted when he had told him it was untrue. He then agreed to correct it in his *second edition*. He was then asked by Mr. Parmenter if he had seen Lieut. Caldwell, and he said he had, and that Lieut. Caldwell told him "*he thought* "he heard Mr. Parmenter say so." The parties afterwards met together, and and Mr. Parmenter swears that Lieutenant Caldwell expressly denied having made such an assertion; upon which Abbot said for the first time, that Doctor Trevett told him that Lieut. Caldwell had told him so; upon which Lieut. Caldwell said he never had told Doctor Trevett so. And Lieutenant Caldwell, on being called into Court, also swears that he never heard any such thing said, and never did so state to Doctor Trevett or to Lieutenant Abbot, or to any one else, and of this he expressly informed Lieutenant Abbot previously to his testifying before the Court on this subject. He then asserts in his letter, that certain officers could not get their allowance of wood and candles, and others were deprived of their chamber money; as to the first no evidence is produced by him, on the contrary the allowances were regulated anew at Washington, and the officers here conformed to the regulations. As to the other, the affair of the chamber money which I have already mentioned, Lieutenant Abbot made much noise on the subject, and became quite troublesome and impertinent in relation to it; and if he was treated with any harshness, which I do not admit, it was the only way to be rid of him. Instead of oppression, not an officer except Lieutenant Abbot, has testified, who has not said he has been treated with kindness; not a man has been curtailed of his allowance, unless the orders of the Department required it.

The letter of Lieutenant Abbot ends by stating that "the most weighty and "serious specifications I purposely withhold, until your further orders to di-"vulge them." On enquiry what these specifications were, Lieutenant Abbot states that it was principally what he expected to prove against Colonel Binney; and when pressed to state if any of them related to Captain Hull, as every one must infer they were intended to, who reads the letter, he says he can say no more than it was his impression there were some; but what they were, *he don't recollect*.

And when he is questioned in reference to his letter of January 19th, as to what "facts and circumstances he knew relative to the conduct of Captain "Hull," which, "if he is brought to a Court Martial he must inevitably be disgraced," he says he referred to the memorandum of Major Gibbs, (into the truth and nature of which he had made no enquiry,) and particularly to the harsh language on the subject of the chamber money; which, however, he had mentioned in his previous letter as a subject of complaint, and which he says in his testimony, he should have thought nothing of, if he had not been deprived of the chamber money.

On a former occasion, Lieutenant Abbot complained of being compelled to act

"with instant promptness," and of being obliged "to unite the case of Captain Hull with that of Mr. Binney." Since the calling of the present Court, however, and previous to his examination, he has had abundant time, without the weight of Colonel Binney's affairs upon his mind, to examine all his short-hand journals, "his documentary evidence," his letters and papers, to put all his "ally "enquiries," and to ransack town and country for proofs. He has had time allowed by this Court to make his preparations. He has been heard by the Court three days on his own statements, and two days on examination in answer to enquiries. And what, let me ask, is the result. What the "inevitable" consequence of his making known "the facts and circumstances relative to the conduct of Captain Hull," with which he is acquainted:

I appeal to his supporters, whoever they may be, from among the charges in his whole letter, multiplied and aggravated as they are, and easily susceptible of entire proof if true, *to select one*, not which he has established against me, but concerning which he has furnished even the shadow of proof, taking his own testimony to support his own allegations.

The time does not permit me to examine his testimony and conduct in detail, but I will observe upon two or three particulars: In the first place he is directly contradicted in all the material parts of his evidence, by Lieutenant Newcomb, Lieutenant Percival, Lieutenant Berry, Lieutenant Caldwell, Lieutenant Ward, Sailing Master Waldo, Midshipman Bubier, Mr. Binney, Mr. Barker, Mr. Parmenter, his friend Leman, and more especially by Mr. Keating, whose "moral "heroism" was formerly the subject of his pen, and by all of them on subjects where there can be no mistake.

During his first examination, speaking of what he says he had been told by Lieutenant Caldwell, he said he "did not give it much credit at the time, be- "cause Mr. Caldwell is apt to branch out, and say things he does not mean, "and speak in stronger language than he is aware of." When he came into Court at a subsequent day, he says, "he wishes to state that he does now give "full credit to what Lieutenant Caldwell said, and he wishes to state his pre- "sent impression that he, Mr. Caldwell, is not apt to branch out, nor speak in "stronger language than he is aware of."

To explain this alteration in Lieutenant Abbot's impressions in the space of a few days, it is necessary to advert to the testimony of Lieutenant Caldwell, who called on Abbot the day he was reported to be insane, having understood that Abbot had said something about him that was improper. Lieutenant Abbot said to him he believed he had said a good many things before this Court that he would not have said if he had been in his right mind. Lieutenant Caldwell told him that he had heard he had said some things about him that he must take back, and that he, Lieutenant Caldwell, should request to be called before the Court on the subject; he forgets Abbot's reply, but Abbot asked him if he did not suppose the Court thought him insane? "Lieutenant Caldwell told him he "did not know what the Court thought, but spectators in Court thought so."

Speaking of a report, that he affects "to hope is not true," Lieutenant Abbot says the report is that Captain Hull has called on Mr. Benjamin Whipple, and tried to persuade him not to come before this Court and testify, but to be out of the way; and that he heard this report, among others, from Mr. Daniel Leman, since the commencement of the Court; whereas, Mr. Whipple swears, no such thing ever did take place; and Leman swears he never told Abbot so, nor any thing of the kind. He also stated a report, that I had tried to persuade Dr. Eliot not to testify against me; whereas the Doctor swears, I never did. And he also inserted, or permitted to be inserted, in a note to his book, "that offers or threats were made to Jackson, relative to his testimony, which may easily be proved," which Jackson has also in the same manner, on his examination before this Court, positively denied.

In the second place, when he read to different persons his letter of January 11th, 1822, about the time of his sending it to Washington, he read garbled extracts, suppressing those parts which he feared would be contradicted, or give offence; and I may add, that he has attempted to court favour with all those persons to whom he thus exhibited his letter, and whose names could in any way be introduced into it, by the most fulsome flatteries: and even Major Gibbs is

promoted by him to the rank of Colonel after his death, to magnify the consequence of the man, in the view of the Secretary.

In the third place, his whole testimony is full of oblique insinuations, calculated to wound my feelings, and of vulgar reports picked up since this Court convened, intended to prejudice the public mind, and if possible to fill it with impressions as base as his own.

I will now make a few remarks on the motives of Lieutenant Abbot in the whole of this business.

He has asserted before this Court "that he was acting under conscientious "impressions of duty; that he made no allegations upon slight or trival grounds; "but that he was warranted by the respectability, and the credibility, of the re-"presentations made to him, in adopting the conduct he did." Let us examine the truth of this specious declaration.

In his printed defence, Lieutenant Abbot says, "I thought myself happy, in "being sent to this place, (Charle-town,) for it was near my friends, and I en-"tertained the opinion, that Captain Hull was a gentleman, as much distin-"guished for the amenity of his manners, and goodness of heart, as for bravery, "skill, and success in battle, indulged the belief, that the officers under him "would always find parental solicitude and care, connected with strict, proper, "and salutary rules and orders of official duty; and with him there would be "no partialities or prejudices to complain of."

At what time then, and upon what occasion, were these impressions changed? My first act was to give him leave of absence, as long as he required, to recruit his health, though he desired to be reported he says for duty.

It is said, a man is known by the company he keeps; who then were his associates on joining the station? They were neither Leman, nor Wingate, nor Jackson, nor Prudence Frost, nor Carlisle; his intimacy with them is of a later date; for he declares he knew none of them till his trial commenced.

His friends, as he says, were Trevett, and Waldo, and Ferguson, and Percival, and Ward, and he felt himself intimate with Sailing Master Knox. Did he then receive his impressions from those gentlemen? Of Doctor Trevett, he, himself, says that he, "Doctor Trevett, has defended, paliated, and excused, "the proceedings of Captain Hull, with more sincerity, and ability, than any other person I know." Doctor Trevett then, could not be the meddling busy body, who, filled his head with low insinuations, and his mouth with dirty scandel. It could not be Sailing Master Waldo, unless he has a double tongue, and a deceitful heart; for he swears, that he never made to Abbot, any of the representations, with which his letter is filled, and that he never had any reason to believe, nor does he now believe, one of the scandalous assertions concerning me, contained in that letter. Mr. Ferguson is absent; and though Abbot says, he heard some reports from him, he cannot specify them. From Lieutenant Percival, he never heard any thing, except about his disputed account; and as to that, and other things, Lieutenant Percival endeavoured to remove the impression, which Abbot professed to entertain respecting me. And as to Mr. Ward, and Mr. Knox: the one was the intimate friend of Mr Fosdick, and suspected nothing against him; and swears he was always treated with kindness by me; and the other, Mr. Knox, so far from imputing improper motives to me, has sincerely felt for the injuries I have sustained; and with regard to the good people of Charlestown, who were pleased to talk of me, he knew them not, and took no part in any reports of which he speaks, but cannot specify.

I infer then, that if any idle rumours did, at any time, light on the itching ears of Lieutenant Abbot, they excited no suspicions in his mind, nor did he feel any hostility against me, until the difficulty arose about his chamber money, in the month of December, 1820, which difficulty he says, "lessened the exalted idea he entertained for my character."

This chamber money was not indeed a new, or a little thing, to the mind of Lieutenant Abbot. One of the motives, he says, which induced him to report himself for duty, was to be allowed chamber money; and I submit to the Court, whether his conduct, after thus reporting himself, and since been deprived of chamber money, does not warrant the assertion, that *it was his only motive.*

To find himself likely to be deprived of this emolument, was a great disappointment, and he immediately made it the subject of complaint. The chamber money, it may be recollected, was allowed up to the 30th September, 1820, after which, I considered myself bound to refuse it, in consequence of the additional orders on the subject, from the Department, received in the month of November, 1820; while there was some discussion of the subject among the officers; Lieutenant Abbot was absent, and did not return to the station till about the 22nd December; immediately the subject was renewed, and he wrote the letter to the Secretary of January 2nd, 1821, in which Lieutenant Caldwell and Sailing Master Ferguson joined; when he was finally refused it, and accused, as he says, of a disposition to skulk, his enmity became routed, and since that period, but never before, he has made it his business, among officers and citizens, to ilify and injure me; and here let me observe, that while in this letter he states to the Secretary, that his duty "was the most arduous and unpleasant, he had ever done, since he had been in the service," he had in fact been on duty but four nights, since the 16th October, preceding.

Near this period, to wit, about the 20th January, 1821, Lieutenant Abbot obtained leave of absence for ten days, at the request of Lieutenant Perry, and on business of his; and he returned between the 8th and 11th of February, after having overstaid his time about six days. He then applied for leave of absence again, to go to Newburyport, and he very probably stated as the reason that his family was unwell, as he says in his testimony; but the weather being at that time severe, the officers engaged in fitting out the frigate Constitution, and fewer of them than usual on the station, and he having just returned from a leave of absence, which he had overstaid, he was not permitted to go upon that application, until some one could be found to supply his place. Shortly after, between the 11th and 14th of the month, and as soon as he stated to me that his wife was near confinement, he was permitted to go. He returned between the 20th and 23d of February, for the purpose of writing and sending, or procuring to be written for him, a letter to Mr. Senator Holmes, on the subject of his chamber money. A few days after, he applied for leave of absence again, which he obtained on the 27th or 28th of the month, and afterwards when it was determined to order him back, he was permitted on the representations of Lieutenant Percival of the sickness of his wife, to stay as long as he pleased: and on his return to the Yard in the spring of the year, he represented himself as sick, and I gave him leave at his request, to go to the springs—since which, he never did any duty in the Yard. Lieutenant Abbot has, however, industriously circulated a report, that I occasioned the death of his wife, because I did not grant him on his first application, leave of absence to go and see her. From what regard to the public good he has circulated it, let the public determine.

For a moment let me enquire, whether his wife's sickness grew out of my refusal to let him go home on his first application. He says, "he at length stated "to me, to induce me to let him go, that he expected every hour that his wife "would be confined." He knew then her situation, yet just previous to this time he could willingly set off on a tour to Hartford and Middletown, Connecticut, for the mere purpose of calling on a gentleman for Lieutenant Perry, to know if that gentleman would see him as he told him he would. And from thence, he went to Bristol, Rhode-Island, to deliver the answer to Lieutenant Perry, and without any other scruple expressed on his part than this, that Lieut. Perry should obtain the leave of absence for him. And for what reason I ask? was it not that he intended to ask leave for himself immediately on his return? Yet he states in a note to his own book, "that from the state of his, (Abbot's) "family, at that time he was averse to going out of town for Lieutenant Perry." Then he says, "so great was his anxiety to return, that on the last day he al- "ked twenty miles to get back to his family," which he repeats in his testimony. He then knew the situation and anxiety of his wife, before he started for Hartford, and probably had received her letters urging him to come home. No wonder, then, having been absent sixteen days, his conscience stung him a little, and hasted his speed. And he appears to have gone the same night to Captain Shubrick, when I was from home, to apply for leave of absence to go to Newburyport. Shortly after, however, without taking the trouble to write, he sends

a verbal message to his wife by a stage-driver, saying, that he is well and shall be home in a few days. In the mean time, he receives a letter from her, expressing her anxiety and fearing he was in trouble: She, undoubtedly, receiving no letters, nor hearing any thing from him during his journey to Connecticut and Rhode-Island. He goes home, is probably reproached for his absence, and the blame, of course, is shifted from his shoulders. If her death then grew out of this event, he may well ascribe it to the anxiety occasioned by his own voluntary and unnecessary absence. But the truth is, his wife was not confined, as he states, till the 24th of February, and she did not die till the middle of the following April, during which time he was with her, and her death most probably was in consequence of her confinement.

After this time, Lieutenant Abbot is busy, as he would have it believed, for the public good—others might say, and not untruly, for the gratification of his own malignant passions. Immediately he combines the reports of discharged workmen, or lazy vagabonds; and, knowing of Fosdick's knavery, he concludes to commence his attack on me; having just wit enough to perceive, if he accomplished nothing else, he should at all events make a noise, and in his own estimation become "a magnanimous reformer of civil and political abuses," as he informs us in his defence on his own trial. He fastens on the copper at a venture, because it had not been weighed, and couples it with Fosdick's fraud; and in the hope that something might be wrong about it, he writes to the Secretary, but his heart misgives him, and he tears up the letter.

Returning again to Charlestown, his black bile begins to move again, and thinking he shall be out of harm's way at the first explosion, he writes to the Secretary his letter of the fourth of October, 1821, and entrusts it to his friend, Dr. Trevett, on the very day of his sailing: and here let us take a glance of Lieutenant Abbot's representation of himself at this moment. He says in his defence, (speaking of the time of writing the letter,) "I then had no personal interest in the matter, and I *most solemnly declare, no vindictive or improper motive.* If I had ever felt one moment's resentment, or even repined at not being permitted to visit my family at the time I wished to see them, all little painful feelings and hard thoughts were *gone forever*, a greater grief had wiped them away."

Let us now look at the facts, and compare them with this most solemn declaration.

Immediately before his sailing in the Alligator, he had a conversation with Lieutenant Percival relative to a supposed conversation between Captain Biddle and Captain Shaw; which Lieutenant Percival told him it was his duty to inform me of; to which he replied, "I'll be damned if I do; I don't like him well enough." On his passage back in the prize ship, Marianna Flora, he had for a companion Midshipman Blake, with whom he continually conversed, concerning the things uppermost in his mind. To him, he stated, Captain Hull had treated him very ill, and that he firmly believed Captain Hull had been the cause of his wife's death; that she was sick and at the point of death at the time he applied for leave to go and see her; but that Captain Hull still refused him leave to go, which worried her so much, that it caused her death, and that he stated to Captain Hull at the time *his wife was at the point of death*, and that Captain Hull said to him the situation of officer's wives, could not interfere with the service. He also stated, that Captain Hull had been guilty of peculation in the copper in the Yard, to a large amount, and that he, Lieutenant Abbot, had proofs of it; that he had written once to the Secretary, and he meant to pursue the business, make more reports on the subject; and he intended to see it out. That Captain Hull had withheld from him the allowance of chamber money, and in doing so, had disobeyed a positive order of the Secretary: and Mr. Blake further states, that he used every day to talk on the subject, and when talking of me, would work himself into a tremendous passion, and that he always seemed to have the most violent prejudice against me.

Lieutenant Abbot was ordered on his arrival, to conduct the prize ship to the wharf of the Navy Yard, in Charlestown; instead of which, he came to anchor in the stream, so as to place himself under the command of Captain Shaw, the officer afloat; in consequence, as he avowed to Lieutenant Percival, of his ill feel-

ings towards me. Immediately after which, the long letter of January 11th, 1822, is written in a spirit conformable to the temper and feelings expressed to Midshipman Blake; and about the same time in conversation with Lieutenant Percival, he asked Lieutenant Percival whether he thought Captain Hull an honest man; and Lieutenant Percival saying he did, Abbot replied "he thought him a damn villain;" afterwards Abbot asked him, what he thought of the copper business, and Lieutenant Percival told him that he was on the survey, and it overrun in weight; upon which Abbot replied, "there was a way of fixing accounts." And even old Keating, to whom Lieutenant Abbot had so liberally applied the oil of fool, could see, without his glasses, that he, Abbot, was much more desirous of finding that the accounts of the copper were wrong, than to ascertain the truth.

It would be easy, were it necessary, to swell the instances in which these dispositions and feelings of Lieutenant Abbot are expressed, notwithstanding his most solemn declaration that he was actuated "by no vindictive or improper motive." Lieutenant Abbot has talked largely of his public spirit, and that he hath been labouring solely for the public good. *As to little things:* However the Lieutenant is not so observing in his own case, as he is watchful in that of others; for he could take, as he supposed, the public property to make himself an anchor, and require one of the artificers of the Yard to mend his private pistols. And, *as to great things:* after Lieutenant Abbot had stated that he knew of facts relative to the conduct of Captain Hull that must inevitably disgrace him, if brought to a Court Martial—after declaring he had proofs that he had been guilty of great peculations in the copper, and that he was combined with Fosdick in defrauding the Government, he voluntarily proposes to withdraw his charges against Captain Hull if he will quit the station, and effect an exchange with Commodore Bainbridge, (a man who, whatever may be his personal feelings towards me, is as much above the author of this proposition, as the proud Lion is superior to the Jackall,) on condition, however, that he, Abbot, is not to be arrested, and provided the application shall be made for such exchange, by the next day at noon, and he be informed of the same; and he also says, he proposed to Lieutenant Percival, "that Captain Hull might leave the station under the plea of ill health," and on that pretext might obtain the frigate Macedonian, then in port. Without stopping to comment on the baseness of this proposition, let it be noticed that upon being asked by the Court, why he wished Captain Hull to be removed from this Yard, to one of a similar description, he said he had no motive other than what he thought was due to his character. He thought Captain Hull ought to make some little sacrifice; as for himself, he did not expect to remain on the station, and did not expect any advantage from it let who would be there: and on being asked why he thought it was due to his character, that Captain Hull should make some sacrifice when he wished him to leave the Yard; he said that he had made representations to the Navy Department, and he thought it was due to his character that something should be done. And again being asked how his own character could be advantageously affected by Captain Hull's removal, if the cause was to be kept secret; he said that Lieutenant Percival wished it to be kept secret, and he had no disposition to talk about it; that he should mention it to only two persons—he meant to mention it to Captain Porter. From this proposition of Lieutenant Abbot, one of two things unquestionably follows: either he, Lieutenant Abbot, did not believe any of the charges he had alledged against me, and therefore knew no evil would result to the United States, on my taking command of another of its great Navy-Yards, or without regarding the public welfare at all, he was perfectly willing to withdraw his charges, provided he could thereby put me to great loss and inconvenience.

Let Lieutenant Abbot "choose on which horn of the dilemma he will rest;" he will find each equally sharp: the one will prove him a calumniator and a liar; the other a base and malicious knave; regardless of nothing but the gratification of his own cowardly revenge. One word more, and I quit this odious subject. Lieutenant Abbot, not contented with retailing in his testimony every dirty report that Leman and his scavengers could furnish, when he finds all prospects of success in great things to be hopeless, busies himself to the last in picking up the little scandalous rumours that he thinks may not otherwise reach the ears of the Court, and communicates them in a letter, in the hope that they also will meet the public eye.

Lieutenant Abbot has also reported that splendid offers have been made him if he would retract his assertions against me, conveying the idea that distinct proposals had been made him to such effect; when questioned on the subject, he skulks behind anonymous letters, which savour of the hand that held up old Keating as an "enchanting theme to the pen of genius."

This is the man who writes to the Secretary of the Navy of the United States, that "he has carefully abstained from any general expression which he did not feel authorized by facts to state;" who most solemnly declares that he was actuated "by no vindictive or improper motive;" and who prefaces his testimony before this Court, by expressing a wish to have an opportunity afforded him "to purge himself of the charge of malice, and to shew that he was acting under "conscientious impressions of duty; that he made no allegations upon slight or trivial grounds, and that he had been warranted by the respectability and the "credibility of the representations made to him, which led him to adopt the "conduct he had." I declare, when I read his solemn professions, and then hear his proofs in support of his allegations, I am half inclined to believe that his reported alienation of mind during the session of this Court, is an alienation of no recent origin: but if it be so, there is malice in his madness still.

Lieutenant Abbot in his defence, anticipating as it were his end, says, among other things, "an usurper frequently becomes a demigod—while the Sidneys and "Hampdens suffer on the scaffold." Thus modestly classing himself in the same rank with those distinguished patriots It is more likely perhaps that he may be thought to deserve their fate, than to merit their fame.

Having examined, in a cursory manner, the voluminous mass of testimony before this Court, making such comments as the time has allowed, I bring this statement to a close.

I trust I am warranted in saying, that this Court has been called not to convince the Government of my integrity, not to satisfy my friends, for they know me to be incapable of fraud or baseness; but to show to my country, that however small my talents, or however insignificant my labours, I have devoted those talents and those labours with zeal and fidelity to her service; that I have guarded the property committed to me with care; neither wasting it myself, nor suffering others to waste it; that I never converted it to my own use, nor knowingly permitted others to do it; that I have attended with vigilance to the peculiar duties of my station, in the careful inspection and oversight of all public works, and the men engaged on those works; that knowing of fraud, I have vigilantly pursued the perpetrator, and obtained full satisfaction for the public loss; that I have been strict in my attention to the due execution of all public contracts, and have laboured constantly to promote good morals and discipline among the men; and have in all instances treated the officers, artificers, and labourers under my command, with as much indulgence as my sense of duty would permit.

I have defrauded none of their property, injured no one in his person, nor treacherously wounded any man in his good name. I neither thrive on calumny, nor build my hopes of success in the expectation of blasting the reputation of brother officers My course has been a straight one: I have been four and twenty years in my country's service; her faithful servant, as I hope, through evil report and through good report. I have borne the summer heat in pestilential climates, and endured the rigour of wintry seas, when no distinction awaited the discharge of duty. And I have laboured, in the superintendence of this Yard, to lay the foundation of her future glory, when other wars shall summon her navies to the ocean, and her gallant seamen be once more called to face their country's foes. In that day, when the calumnies of these times shall have passed into oblivion, I feel a just confidence that the noble structures which now adorn the place on which we stand, shall witness that I have been faithful.

ISAAC HULL.

Mr. Caleb Pierce to Harrison Wingate, Dr.

From Oct. 24 to Dec. 22.—To fifty-one days work at 1 64 cents per day,	$83 64
Cr. by.....	55 00
Charlestown, December 26, 1813, received payment,.....	28 64
	1 57
HARRISON WINGATE.	0 21

Mr. Caleb Peirce, Dr to H. Wingate.

Dec. 5.—To 9 1-4 pounds of 6d. Nails, delivered Mr Hay,.....$0 92
19.—To 5 pounds of buts, and 4 doz. Inch Screws,..... 0 65

Charlestown, December 26th, 1818, received payment,..... 1 57
HARRISON WINGATE.

1819. *Commodore Hull, to Harrison Wingate, Dr.*
Jan'ry —For 2 1-2 Days' Work at 8s. 6d..... 3 54
Grog,..... 0 15

Received payment,..... $1 69
HARRISON WINGATE.

1819. *Captain I. Hull, to H. Wingate, Dr.*
June 26 —To making Window Blinds..... 7 00
Received payment. HARRISON WINGATE.

1819. *Commodore Hull, to Harrison Wingate, Dr.*
Sept.—For 2 Days' Work on Store occupied by Mr. Childs, at 9s. 6d.... 3 17
Grog, ... 0 19

Received payment, by B. Hichborn,..... 3 36
HARRISON WINGATE.

1819. *Commodore Hull, to Harrison Wingate, Dr.*
Sept.—For 1 1-2 Days' Work at 9s. 6d. House occupied by Childs,..... 2 37
Grog,..... 0 6

Received Payment, by B Hichborn,..... ..... 2 43
HARRISON WINGATE.

1819. *Commodore Hull, to Harrison Wingate, Dr.*
Sept.—For 3 Days' Work at 9s. 6d..... ..... 4 79
Grog,..... ..... 0 18

Received payment,..... 4 93
HARRISON WINGATE.

Navy Department, 13th August, 1821.

SIR: I have received your letter of the 6th inst. covering the Report of the Commission appointed to investigate the case of Benjamin Hichborn, which is accepted and approved. The former report, which is annexed, is herewith returned. I have the honour to be, with great respect, Sir, your obedient servant,
SMITH THOMPSON.

Captain ISAAC HULL, *Comd't U. S. Navy-Yard,*
Charlestown, Mass.

(COPY.) *Washington, July* 30, 1822.

SIR: Captain Hull informs me that it is his wish that Dr. Trevett should be present at the investigation of his conduct before the Court of Enquiry, and requests me to ask of you to cause him to be detained for that purpose, as he considers him a very important witness. I have the honour to be, with great respect, your most obedient servant, (Signed,) D. PORTER, *N. C.*

Honourable SMITH THOMPSON, *Secretary of the Navy.*

Navy Department, August 2nd, 1822.

I certify that the preceding is a copy of a letter received at the Navy Department on 31st ulto. the original of which I forwarded the same day to the Secretary of the Navy, supposed to be at Poughkeepsie, New-York.
JOHN BOYLE.

Boston, January 19th, 1822.

DEAR TREVETT: I have been very sick, but am much better. I have got positive and damning proof against Binney of his defrauding the Government. Fosdick's business is nothing to it. As regards Hull, the Eliot story you no doubt know, and Dr Eliot is willing to be called upon, it can be substantiated —am very confident there can be established a connection between Captain Hull and Fosdick, that must damn Captain Hull if he is brought to a Court Marshall. I feel I am safe, and think it my duty to make a communication to the Navy Department to this effect.

SIR: From mature and deliberate reflection, I find it my duty as an officer and an honest man, to declare to you, that I have it in my power to expose frauds in Mr. Binney against the Government, to a much greater amount and degree than ever has been attached to Mr Fosdick; and also, that I am acquainted with such facts and circumstances relative to the conduct of Captain Hull, that I dare say if he should be brought to a Court Marshall, he must inevitably be disgraced. I beg leave to remark, that things have got to such a crisis that Captain Hull cannot remain on this station much longer with being himself, or having others disgraced. Whatever measures the Government may see fit to take in consequence of this communication, it will not be for me to call in question. I can only say I have done my duty.

It may perhaps be of some consequence that this letter should go the Department immediately, from many circumstances One is, I think, Mr. Binney's movements are such as indicates his determination to make a clear-out, in case he finds his conduct must come to light. He is getting rid as fast as possible of his real estates. I need much your friendly counsel. I will write the letter and direct it to the Department, and if you think it of any consequence to have it go before I hear from you, I wish you to send it on, otherwise I will wait your advice. Commodore Bainbridge has had his money concerns in Binney's hands; I therefore this morning so far acquainted him with my knowledge as to put him on his guard, and to save his property, which he appeared very grateful for. I only said as much to him as I could say in five minutes, and in confidence, as it only regarded his private affairs.

When I began, I meant to copy this, but I shall not now be able, and get it into days mail; I therefore send it in this terrible state. Let me hear from you as soon as possible.

New-York, January 22nd, 1822.

SIR: The enclosed came to my hands yesterday; I concluded that Lieutenant Abbot would have sent you a duplicate directly to the Department on the subsequent day, and therefore detained it. This morning I have received another letter from Mr. Abbot, in which he says, "I wish you to lose no time in forwarding that letter, which I enclosed to you, to the Navy Department. I wish it was there now; I know I can substantiate every thing I have said in it; and it becomes my duty to give the Department warning of it in time for them to attach Binney's property, or whatever measures they see fit to take I know I am safe in doing it, and I shall not feel myself so, if I withhold the information, and in consequence of my tardy movements, Binney should make his escape. He is now out of town, selling his real estates, I understand. I despatched that letter to you, the moment I was convinced I could substantiate it. I have now additional testimony and weight of character, to support me. It is therefore all important that letter should go to the Navy Department immediately. I should send one from here to-day, but for the possibility of your having sent it."

The above makes it my duty to transmit Mr. Abbot's letter letters, without further delay. Should you deem it important to obtain, as speedily as possible, every information, I think it would be in my power to impart, nearly as much information as Mr Abbot could do, to enable you to act with propriety in this exigency; and as I could reach Washington sooner, by four or five days, than he, I shall hold myself in readiness to comply with your orders to that effect.

With great respect, I am, sir, your obedient servant,

(Signed) SAM. R TREVETT, Jr

Hon. SMITH THOMPSON, *Secretary of the Navy, Washington.*